



1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-0369  
Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

May 12, 2005

**VIA HAND DELIVERY**

Kentucky Public Service Commission  
Attn: Mr. Jeff Cline  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-0615

RECEIVED

MAY 12 2005

PUBLIC SERVICE  
COMMISSION

RE: Application to Construct Wireless Communications Facility  
Location: S.S.R. 1071 (Madden Drive), McKee, Kentucky 40447  
Applicant: New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless  
Site Name: Tyner  
Case No.: 2005-00195

Dear Mr. Cline:

On behalf of our client New Cingular Wireless PCS, LLC, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Jackson County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Pike", written over a horizontal line.

David A. Pike  
Attorney for New Cingular Wireless PCS, LLC,  
d/b/a Cingular Wireless

Enclosures

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**

MAY 12 2005

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF )  
NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
S.S.R. 1071 (MADDEN DRIVE) )  
MCKEE, KENTUCKY 40447 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF JACKSON )

CASE NO.: 2005-00195

SITE NAME: TYNER

\*\*\*\*\*

**APPLICATION FOR  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY**

New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

New Cingular Wireless PCS, LLC  
c/o Pike Legal Group, PLLC  
P.O. Box 369  
Shepherdsville, KY 40165

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits the within application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable. Applicant limited liability company has provided a copy of the Certificate of Authority issued by the Secretary of State of the Commonwealth of Kentucky for the applicant entity as part of **Exhibit A**.

4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing

demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at S.S.R. 1071 (Madden Drive), McKee, Kentucky 40447 (37° 24' 06.747" North latitude, 83° 54' 56.117" West longitude), in an area located entirely within Jackson County. The property on which the WCF will be located is owned by Michael & Brenda York pursuant to a Deed recorded at Deed Book 74, Page 256 in the office of the Jackson County Clerk. The proposed WCF will consist of a 300-foot tall tower, with an approximately 20-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owners of such other facilities.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.

9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site. Information regarding the Applicant's efforts to achieve co-location in the vicinity is presented as **Exhibit E**.

10. FAA notice is required for the proposed construction, and lighting or marking requirements may be applicable to this facility. A copy of the FAA authorization is

attached as **Exhibit F**.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") conditional approval is attached as **Exhibit G**.

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Central Tower ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of W. Gray Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. The Project Manager and Contractor for the proposed facility is General Dynamics Wireless, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.

18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.

19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 85 m.p.h. basic wind speed with 1/2" radial ice.

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Charles E. Weiter. The site survey was performed by John Charles. Page C-1 of **Exhibit B** identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property

Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit K** and **Exhibit L**, respectively.

22. Applicant has notified the Jackson County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Jackson County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has

also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

24. The general area where the proposed facility is to be located is rural farmland. There are no residential structures located within a 500-foot radius of the proposed tower location.

25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency

requirements is attached as **Exhibit O**.

26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike  
Pike Legal Group, PLLC  
1578 Highway 44 East, Suite 6  
P. O. Box 369  
Shepherdsville, KY 40165-0369  
Telephone: (502) 955-4400  
Telefax: (502) 543-4410

**WHEREFORE**, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



---

David A. Pike  
Pike Legal Group, PLLC  
1578 Highway 44 East, Suite 6  
P. O. Box 369  
Shepherdsville, KY 40165-0369  
Telephone: (502) 955-4400  
Telefax: (502) 543-4410  
Attorney for New Cingular Wireless PCS, LLC

## LIST OF EXHIBITS

- A - Business Entity and FCC License Documentation
- B - Site Development Plan:
  - 500' Vicinity Map
  - Legal Descriptions
  - Flood Plain Certification
  - Site Plan
  - Vertical Tower Profile
- C - Tower and Foundation Design and Qualifications Statement
- D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
- E - Co-location Report
- F - Application to FAA
- G - Application to Kentucky Airport Zoning Commission
- H - Geotechnical Report
- I - Directions to WCF Site
- J - Copy of Real Estate Agreement
- K - Notification Listing
- L - Copy of Property Owner Notification
- M - Copy of County Judge/Executive Notice
- N - Copy of Posted Notices
- O - Copy of Radio Frequency Design Search Area

**EXHIBIT A**  
**BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION**

**Commonwealth of Kentucky**  
**Trey Grayson**  
**Secretary of State**

**Certificate of Authorization**

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**NEW CINGULAR WIRELESS PCS, LLC**

, a limited liability company organized under the laws of the state of DE, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

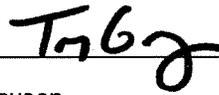
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 1st day of February, 2005.

Certificate Number: 10293

Jurisdiction: New Cingular Wireless PCS, LLC

Visit <http://www.sos.ky.gov/obdb/certvalidate.aspx> to validate the authenticity of this certificate.



  
\_\_\_\_\_  
Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
10293/0481848

**Federal Communications Commission  
Wireless Telecommunications Bureau**

**Radio Station Authorization (Reference Copy)**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Orange Licenses Holding, LLC

ATTN Kellye E. Abernathy  
Orange Licenses Holding, LLC  
17330 Preston Road, Suite 100A  
Dallas, TX 75252

<b>FCC Registration Number (FRN):</b> 0012362919	
<b>Call Sign:</b> KNKN841	<b>File Number:</b>
<b>Radio Service:</b> CL - Cellular	
<b>Market Number</b> CMA452	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

<b>Market Name</b> Kentucky 10 - Powell
--

<b>Grant Date</b> 08/21/2001	<b>Effective Date</b> 01/25/2005	<b>Expiration Date</b> 10/01/2011	<b>Five Yr Build-Out Date</b> 02/05/1997	<b>Print Date</b> 05/11/2005
---------------------------------	-------------------------------------	--------------------------------------	---	---------------------------------

**Site Information**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
1	37-15-21.3 N	083-10-24.6 W	512.1			
Address			City	County	State	Construction Deadline
1001 GORMAN RIDGE ROAD			HAZARD	PERRY	KY	

<b>Antenna: 1 Azimuth (degrees from true north)</b>	0°	45°	90°	135°	180°	225°	270°	315°
<b>Antenna Height AAT (meters)</b>	264.0	250.0	194.0	229.0	194.0	259.0	278.0	274.0
<b>Transmitting ERP (watts)</b>	64.000	64.000	64.000	64.000	64.000	64.000	64.000	64.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)		Antenna Structure Registration No.
2	37-32-46.3 N	083-23-41.6 W				
Address			City	County	State	Construction Deadline
0.8 MILE NE OF INTERSECTION OF RTS 32 & 52			JACKSON	BREATHITT	KY	

<b>Antenna:</b> 1 Azimuth (degrees from true north)	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	196.0	172.0	184.0	201.0	169.0	203.0	213.0	236.0
<b>Transmitting ERP (watts)</b>	73.000	73.000	73.000	73.000	73.000	73.000	73.000	73.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
4	37-45-43.3 N	083-50-35.7 W						
Address			City	County	State	Construction Deadline		
KY RT. 213, 6 MILES SOUTH OF			STANTON	POWELL	KY			

<b>Antenna:</b> 1 Azimuth (degrees from true north)	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	191.0	188.0	164.0	166.0	201.0	234.0	176.0	280.0
<b>Transmitting ERP (watts)</b>	141.000	141.000	141.000	141.000	141.000	141.000	141.000	141.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
5	37-04-39.7 N	082-48-27.8 W	856.4	95.3	1061533			
Address			City	County	State	Construction Deadline		
1.5 MILES NORTHWEST OF INTERSTATE 119 AND ROUTE 15			WHITESBURG	LETCHER	KY			

<b>Antenna:</b> 1 Azimuth (degrees from true north)	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	437.8	413.1	305.3	205.5	109.5	345.8	451.4	484.4
<b>Transmitting ERP (watts)</b>	101.280	75.480	18.940	10.870	22.380	82.800	115.600	99.830

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
7	37-48-18.3 N	083-50-24.7 W	396.2					
Address			City	County	State	Construction Deadline		
STANTON CELL SITE 2.5 MILES S OF STANTON ON KY 213			STANTON	POWELL	KY			

<b>Antenna:</b> 1 Azimuth (degrees from true north)	<b>0°</b>	<b>45°</b>	<b>90°</b>	<b>135°</b>	<b>180°</b>	<b>225°</b>	<b>270°</b>	<b>315°</b>
<b>Antenna Height AAT (meters)</b>	233.4	223.2	178.4	148.3	186.1	171.2	255.0	284.7
<b>Transmitting ERP (watts)</b>	44.200	44.200	44.200	44.200	44.200	44.200	44.200	44.200

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.			
8	37-25-58.7 N	084-00-12.8 W	422.1	96.6	1043802			
Address			City	County	State	Construction Deadline		

MCKEE CELL SITE 1 MILE NW OF	MCKEE	JACKSON	KY
------------------------------	-------	---------	----

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	143.7	153.6	154.8	129.3	143.7	153.0	132.6	118.5
Transmitting ERP (watts)	123.130	116.240	120.330	109.740	36.340	11.620	12.890	59.620

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
9	37-27-33.3 N	083-39-52.7 W	371.8		
Address			City	County	State
BOONEVILLE CELL SITE 8 MI NW OF			BEATTYVILLE	LEE	KY
					Construction Deadline

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	195.0	185.0	136.0	110.0	185.0	153.0	156.0	180.0
Transmitting ERP (watts)	76.000	76.000	76.000	76.000	76.000	76.000	76.000	76.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	37-43-36.1 N	083-56-30.1 W	428.6	105.2	1041588
Address			City	County	State
1850 Chestnut Stand Road (023612 / Chestnut Stand)			IRVINE	ESTILL	KY
					Construction Deadline

Antenna: 1 Azimuth (degrees from true north)	0°	45°	90°	135°	180°	225°	270°	315°
Antenna Height AAT (meters)	274.8	193.6	185.2	240.8	247.5	269.3	267.1	273.0
Transmitting ERP (watts)	18.180	18.180	18.180	18.180	18.180	18.180	18.180	18.180

**Control Points**

Control Point No.	Address	City	County	State	Telephone Number
1	1650 Lyndon Farms Court	LOUISVILLE		KY	(502)329-4700

**Waivers/Conditions**

WE MAKE NO FINDING IN THESE CASES CONCERNING THE ISSUES RAISED IN FOOTNOTE 3 OF LA STAR CELLULAR TELEPHONE COMPANY, 7 FCC Rcd 3762 (1992). THEREFORE, THESE GRANTS OF TRANSFERS/ASSIGNMENTS ARE CONDITIONED ON ANY SUBSEQUENT ACTION THE COMMISSION MAY TAKE

C

The Cellular Geographic Service Areas of the following cellular systems (listed by call sign) have been combined: KNKN861, KNKN841, and KNKN673.

**Conditions**

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 706.

**FCC 601 - C**  
**August 2002**

**CLOSE WINDOW**

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

**500' VICINITY MAP  
LEGAL DESCRIPTIONS  
FLOOD PLAIN CERTIFICATION  
SITE PLAN  
VERTICAL TOWER PROFILE**

**EXHIBIT C  
TOWER AND FOUNDATION DESIGN  
AND  
STATEMENT OF QUALIFICATIONS**



GUY ELEVATION	GUY SIZE	PERFORM SIZE	ROCKET SOCKET	1-BUCKLE SIZE	OPEN BRIDGE STRAND SOCKET	THIMBLE SIZE	SHACKLE SIZE	POURED SOCKET SIZE	GUY EAR PLATE	GUY EAR HOLE Ø	GUY EAR WELD SIZE	CUT WIRE LENGTHS			INITIAL TENSION, (LBS.)			
												LEG "A"	LEG "B"	LEG "C"	30' F	60' F	90' F	120' F
60'	3/8 E.H.S.	3/8 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-0625 (4 X 6 X 5/8)	13/16	3/8	280'	280'	280'	840'	1840	1540	1240
120'	3/8 E.H.S.	3/8 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-0625 (4 X 6 X 5/8)	13/16	3/8	300'	300'	300'	900'	1795	1540	1285
180'	7/16 E.H.S.	7/16 E.H.S.	N/A	3/4	N/A	1/2	1/2	N/A	4-6-062-0625 (4 X 6 X 5/8)	13/16	3/8	335'	335'	335'	1005'	2375	2080	1785
240'	9/16 E.H.S.	9/16 E.H.S.	N/A	7/8	N/A	5/8	3/4	N/A	4-6-075-0755 (4 X 6 X 3/4)	1-1/16	3/8	375'	375'	375'	1125'	3870	3500	3130
290'	11/16 E.H.S.	11/16 E.H.S.	N/A	1-1/4	N/A	3/4	3/4	N/A	4-6-075-0755 (4 X 6 X 3/4)	1-1/16	3/8	415'	415'	415'	1245'	5545	5130	4715

GUY CHART

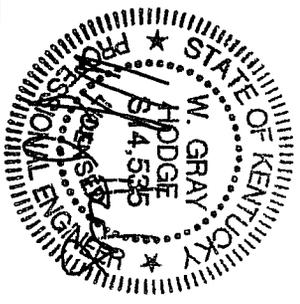
CONFIGURATION	ELEVATION	FACE	LEG	DIAGONALS	GIRTS			TYPE WEIGHT (LBS.) PER 20' SECTION
					FACE 1 (CLIMBING/FEEDLINE)	FACE 2 (FEEDLINE)	FACE 3 (FEEDLINE)	
1	0' - 160'	33	1-3/4	5/8	3/4	3/4	3/4	850
2	160' - 300'	33	2	5/8	3/4	3/4	3/4	1000

TOWER MEMBERS CHART

ANTENNA INFORMATION		
ANTENNA TYPE	ELEVATION	LINE
(12) DBXLH-9090C-VTM	300'	(12) 1-5/8
(12) DB8540G885SX	285'	(12) 1-5/8
(12) DB8540G885SX	270'	(12) 1-5/8

= 13' GATE MOUNTS FOR MOUNTING

THIS STRUCTURE IS DESIGNED TO MEET ANSI/EIA-222-F STANDARDS AND FOR A BASIC WIND SPEED OF 85 MPH WITH 1/2" ICE.



REV #	DESCRIPTION	DATE	APP.	DATE	DATE	DATE
1	ISSUED FOR CONSTRUCTION	3-22-05	A.L.H.			
2	REVISED PER COMMENTS					
3	REVISED PER COMMENTS					
4	REVISED PER COMMENTS					
5	REVISED PER COMMENTS					

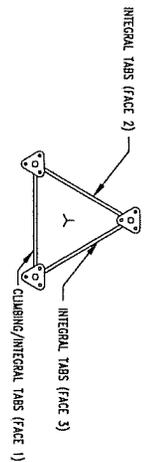
  

TOWER MEMBERS CHART GUY CHART Mckee, KY. (TYNER)	TITLE GENERAL TOWER A. BENDER COMPANY	PH# (812) 853-0595 FAX# (812) 853-6592 2855 HIGHWAY 261 NEWBURGH, IN. 47630
--	---	--

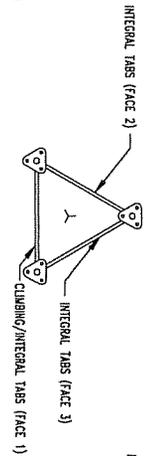
  

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES DIM. NO. G2562T-2 (G3000-85) 0	DO NOT SCALE DRAWING
---	----------------------

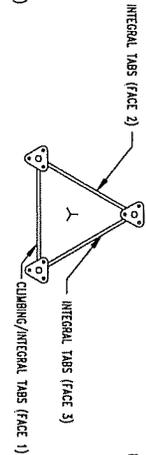
- GUY & MEMBER CHART NOTES:**
- 1) ALL MATERIAL IS MADE OF SOLID ROUND UNLESS NOTED OTHERWISE.
  - 2) ALL DIMENSIONS ARE IN INCHES UNLESS NOTED OTHERWISE.
  - 3) ALL LEG & LEG FLANGE PL MATERIAL IS ASTM A-572 GRADE 50 (FY 250 KSI). ALL OTHER MATERIAL IS ASTM A36 (FY 250 KSI).
  - 4) ALL STANDARD SECTIONS ARE 6-8AY X-8RACED (38-1/2" BAYS).
  - 5) INTEGRAL TABS REQUIRED ON ALL FACE 1 FOR (6) SWAP-IN FEEDLINES FROM 0' - 300' (REF. G2562T-1).
- MARKING NOTES:**
- 1) BASE SECTION IS TO BE STAMPED @ THE BASE PLATE. ALL OTHER SECTIONS ARE STAMPED AT THE TOP.
  - 2) SECTION LABELING SYSTEM INFORMATION IS GIVEN IN THE DETAILED INFORMATION CHART. THE LABELING SYSTEM IS TO BE USED FOR PROPER IDENTIFICATION OF ALL SECTIONS AND TO ENSURE PROPER INSTALLATION.



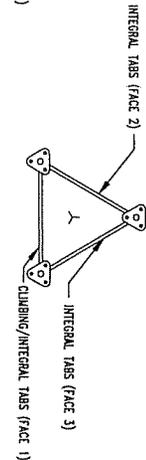
BASE SECTION DETAIL



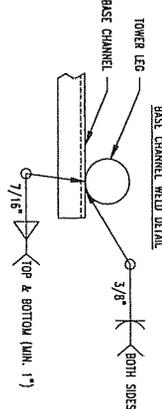
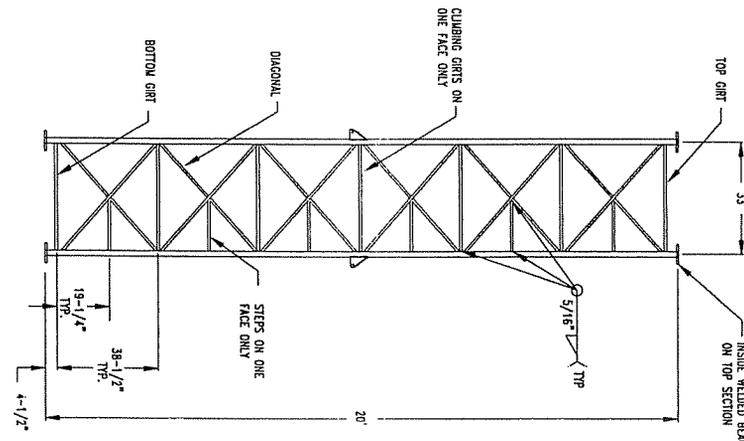
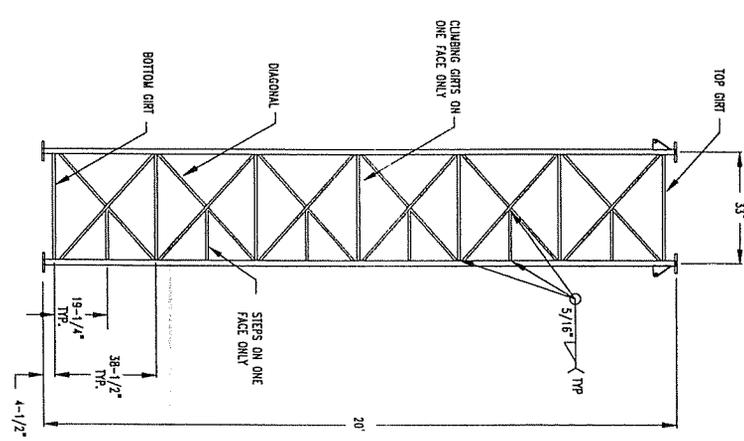
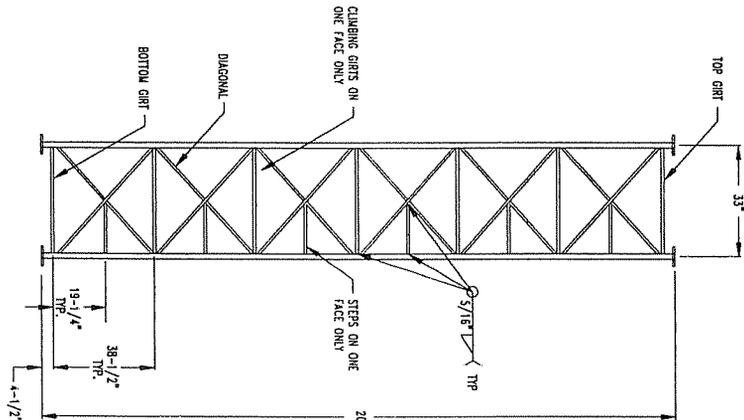
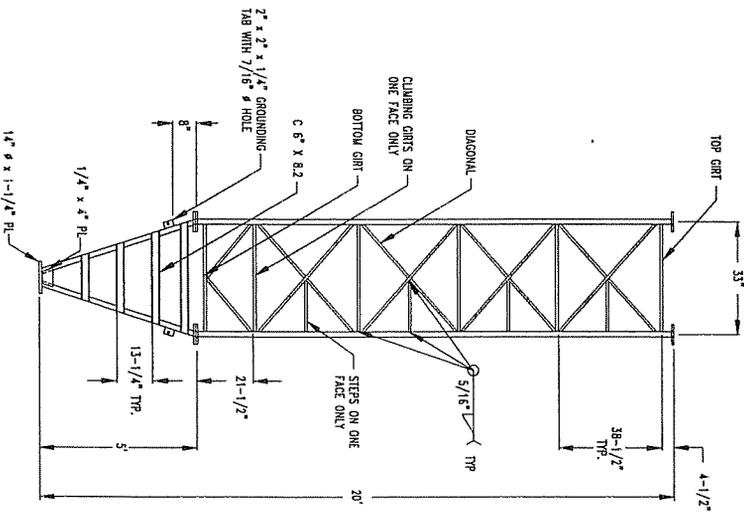
TYP SECTION DETAIL



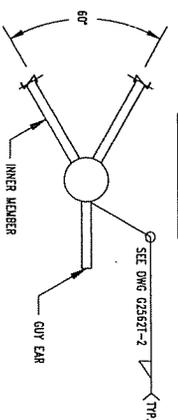
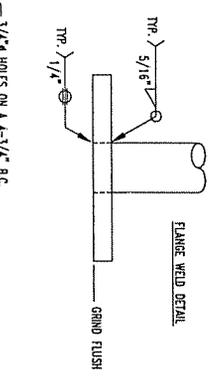
TOP GUYED DETAIL



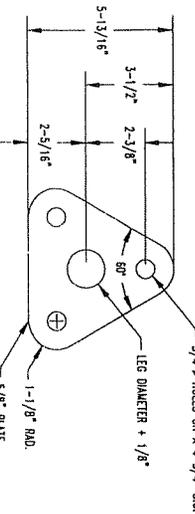
MID GUYED DETAIL  
TOP SECTION DETAIL



FLANGE DETAIL



GUY ATTACHMENT DETAIL



REV. #	DESCRIPTION	DATE	APP.	BY

DESIGNER: J.L.B. DATE: 5-13-04  
 CHECKER: DATE: DATE:  
 APPROVAL: DATE: DATE:

TOLERANCES: ±.005 ANGLES ±.5°  
 UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

THIRD ANGLE PROJECTION

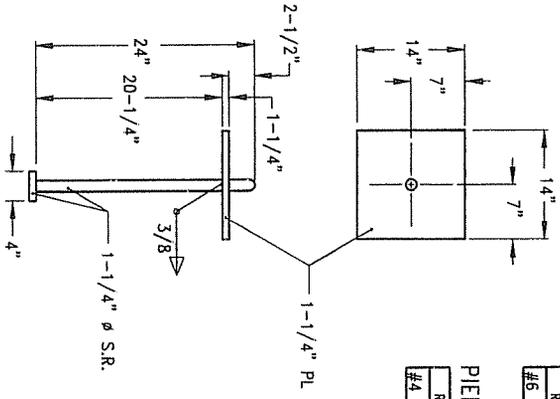
CONTAINING PROPRIETARY INFORMATION AND IS TO BE USED SOLELY FOR THE PROJECT AND NOT TO BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE WRITTEN PERMISSION OF THE PROJECT ENGINEER.

**CENTRAL TOWER**  
 A BROTHERHOOD COMPANY  
 PH# (812) 853-0595  
 FAX# (812) 853-8652  
 4850 SCHMIDT AVE.  
 NEWBURGH, NY 12550

**3300 SERIES SECTION DESIGNS**  
 McKee, KY. (TYNER)  
 DWG NO. G2562T-3 (G3000-85) 0  
 DO NOT SCALE DRAWING

- NOTES:
- SEE DRAWING G2562T-2 FOR LEG & INNER MEMBER SIZES.
  - INTEGRAL TABS REQUIRED ON ALL FACE 1 FOR (6) SMP-H FEEDLINES FROM 0 - 300 (REF. G2562T-1).

**BEARING PLATE**  
PART #: BP141250-125



**PAD**

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#6 GRADE 60	8'	34	272'

**PIER (verts)**

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#6 GRADE 60	6'-11"	12	83'

**PIER (ties)**

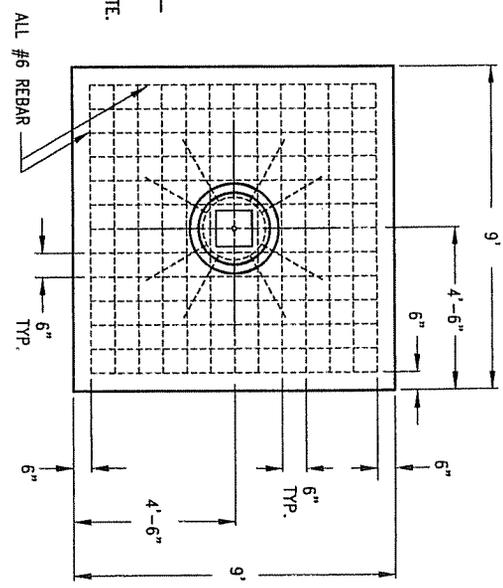
REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	30" $\phi$	8	63'

**REBAR SPlicing CHART**

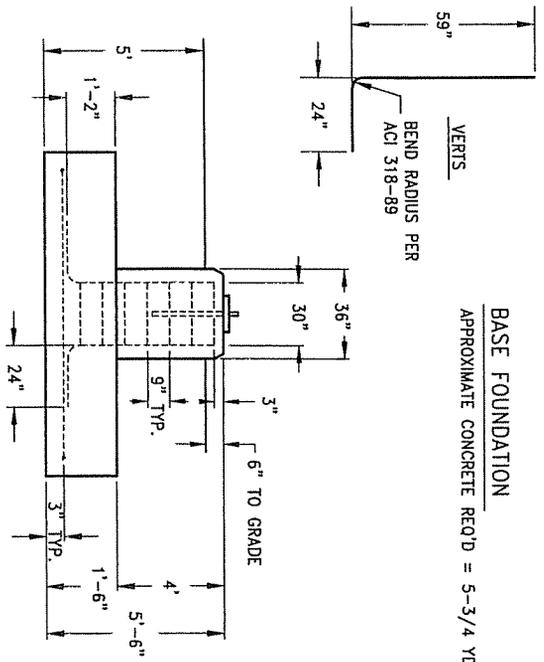
BAR SIZE	SPlice LENGTH
3	15"
4	17"
5	21"
6	26"
7	30"
8	36"
9	46"
10	58"
11	71"

**SPlicing NOTES:**

- 1) STAGGER ALL SPICES.
- 2) SPICE CHART IS BASED ON 3000 PSI CONCRETE.
- 3) SPICE REBAR ONLY WHEN NECESSARY.



**BASE FOUNDATION**  
APPROXIMATE CONCRETE REQ'D = 5-3/4 YD<sup>3</sup>



**NOTES:**

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI 318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/FLA-222-F STANDARDS UTILIZING THE SOILS REPORT PREPARED BY ATC, PROJ. NO. 27.26358.4605 DATED 2-5-05. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) ROCK REMOVAL MAY BE REQUIRED.



REV. #	DESCRIPTION	DATE	BY	CHECK	DATE

THIRD ANGLE PROJECTION CONFORMS TO THE REQUIREMENTS OF THE ASME Y14.5-2003 STANDARD FOR MATHEMATICAL DRAWING. IT IS TO BE USED SAFELY FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE DESIGNER ACCEPTS NO LIABILITY FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.	TOLERANCES FRACTIONS: 1/16" BURNED HOLES #1/16" ANGLES: 3/32" UNLESS OTHERWISE SPECIFIED DIMENSIONS: UNLESS OTHERWISE SPECIFIED	TITLE <b>GUYED TOWER BASE FOUNDATION DESIGN</b> McKee, KY. (TYNER)
---	--	--

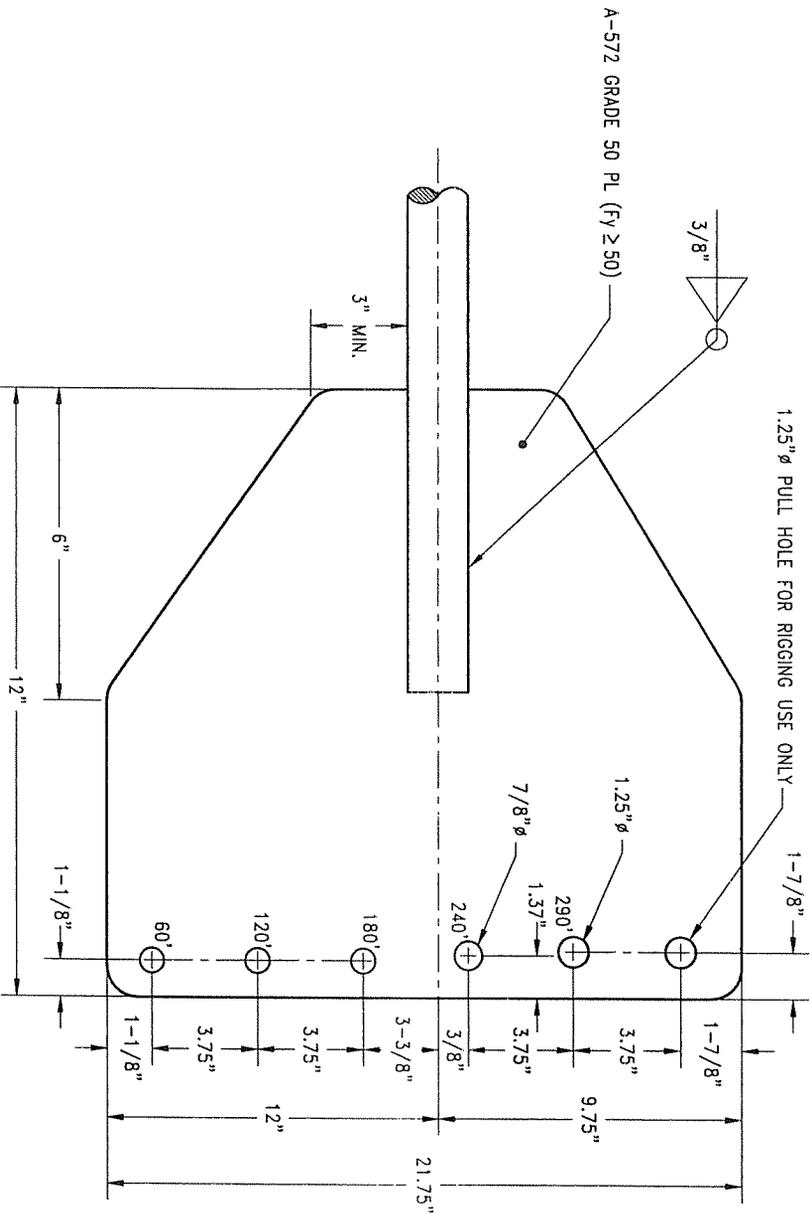
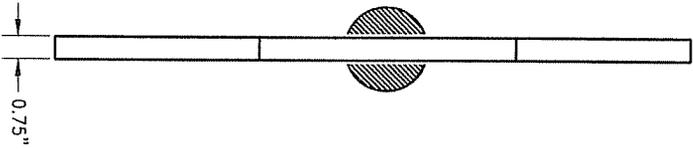
PROJECT NO. <b>G2562T-4 (G3000-85)</b>	DATE <b>3-22-05</b>	DRAWN <b>A.L.H.</b>	CHECKED <b> </b>
---	------------------------	------------------------	---------------------

PHONE (812) 853-0555	FAX (812) 853-6652	ADDRESS 2855 HIGHWAY 251 NEWBURGH, IN. 47650
-------------------------	-----------------------	--

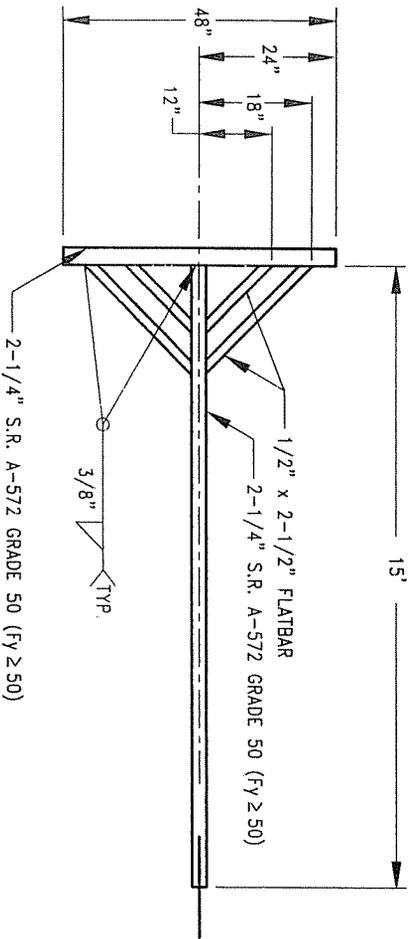
DO NOT SCALE DRAWING





NOTES:

- 1) ALL HOLES ARE TO BE 0.75"  $\phi$  UNLESS NOTED OTHERWISE.
- 2) ALL TURNBUCKLES ARE NOTED BY CORRESPONDING LOCATION.



REV #	DESCRIPTION	DATE	APP.	DRAWN	DATE
				J.L.B.	5-13-04

**CENTRAL TOWER**  
 A STRUCTURAL COMPANY  
 PH# (812) 853-0595  
 FAX# (812) 853-6652  
 2855 HIGHWAY 261  
 NEWBURGH, IN. 47630

**ANCHOR ROD & FAN PLATE DESIGN**  
 McKee, KY. (TYNER)

DWG NO. G2562T-6 (G3000-85)  
 DO NOT SCALE DRAWING

TOLERANCES UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES  
 \*± 1/32 ANGLES ± 1/32  
 \*\*± 3/32 DRILLED HOLES #1/32  
 \*\*\*± 1/16 BURNED HOLES #1/16  
 SP. COMPANION

THIS ASSET COMPANY PROPRIETARY INFORMATION IT IS TO BE USED SOLELY FOR THE PROJECT AND NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY

**GENERAL DYNAMICS**  
Network Systems

1650 Lyndon Farm Court  
3<sup>rd</sup> Floor  
Louisville, Kentucky 40223

Phone: 502.426.4120  
Fax: 502.426.0768

January 25, 2005

Re: Qualification Statement for General Dynamics, Project Manager and Contractor for Cingular Project Tyner.

To whom it may concern:

General Dynamics Network Systems has always been at the leading edge of technology development, ushering in discoveries that have changed the face of the industry.

In the 1950s and '60s, we developed MOBIDIC (mobile digital computer), a completely computerized and transistorized, general-purpose data processing system, for the Army Signal Corps. And through a partnership with IBM, we also created the tactical Communications system, MALLARD, for the U.S. Army.

During the '70s and '80s, we pioneered the use of optical-fiber communications, developing the world's first system to provide regular telephone service to the public.

The Air Force even asked us to provide several thousand miles of optical fiber cable, radio networks, and data-processing equipment to handle command, control, and communications equipment for the nation's MX mobile intercontinental missile system.

We also began a 25-year (and counting) relationship with NASA through our development, operation and maintenance of their Tracking and Data Relay Satellite System (TDRSS).

The 1990s found us supporting expanded wireless technology. To support the introduction of GTE's revolutionary Airfone service for airline passengers, we deployed a wireless system across 47 states, Canada and Mexico within 15 months.

In 1999, General Dynamics acquired Government Systems Corporation from GTE. Worldwide Telecommunication Systems was a significant part of that unit. Two years later, we changed our name to Network Systems to better reflect the service we provide our government and commercial customers.

It was our incredible command of communications technologies that led to our selection as the company to renovate the IT and telecommunications infrastructure the world's largest office building - The Pentagon.

We are now engaged in offering national turnkey wireless network solutions to major carriers in the wireless industry. Our highly qualified local presence in every major market across the country, commitment to the highest international safety standards, existing infrastructure and ability to capitalize large projects makes the services that General Dynamics provides revolutionary.

## Individual Qualifications

---

### **Donald Day, Project Manager** – Tennessee / Kentucky Region

---

Donald began his career in the wireless industry in the late 90's. He has been involved at every level and stage of the wireless construction process and carries with him a vast array of industry knowledge. He has been instrumental in build outs of many turnkey wireless networks across the continental United States. Donald was welcomed into the General Dynamics team in 2003.

### **Steve Parker, Site Acquisition Manager** – Kentucky Region

---

Steve began his career in the wireless industry as a site acquisition agent in 2000. He was promoted into management in 2001 and has participated in every stage of the wireless construction process. He has managed several large projects across the state and through his career he has developed synergy of skills that are unmatched in the industry. He is well versed in real estate transactions, regulatory compliance, engineering and construction. General Dynamics welcomed Steve to our team in 2005.

### **Christopher Ray, Construction Manager** – Kentucky Region

---

Christopher began his career in construction in 1990 and made the move into wireless construction in 1994. During that time he was quickly promoted to manage projects in the southeastern region of the United States. Through his tenure he became well versed in all phases of construction, regulatory compliance, and safety. General Dynamics gladly welcomed his contribution to our team in 2004.

GENERAL NOTES

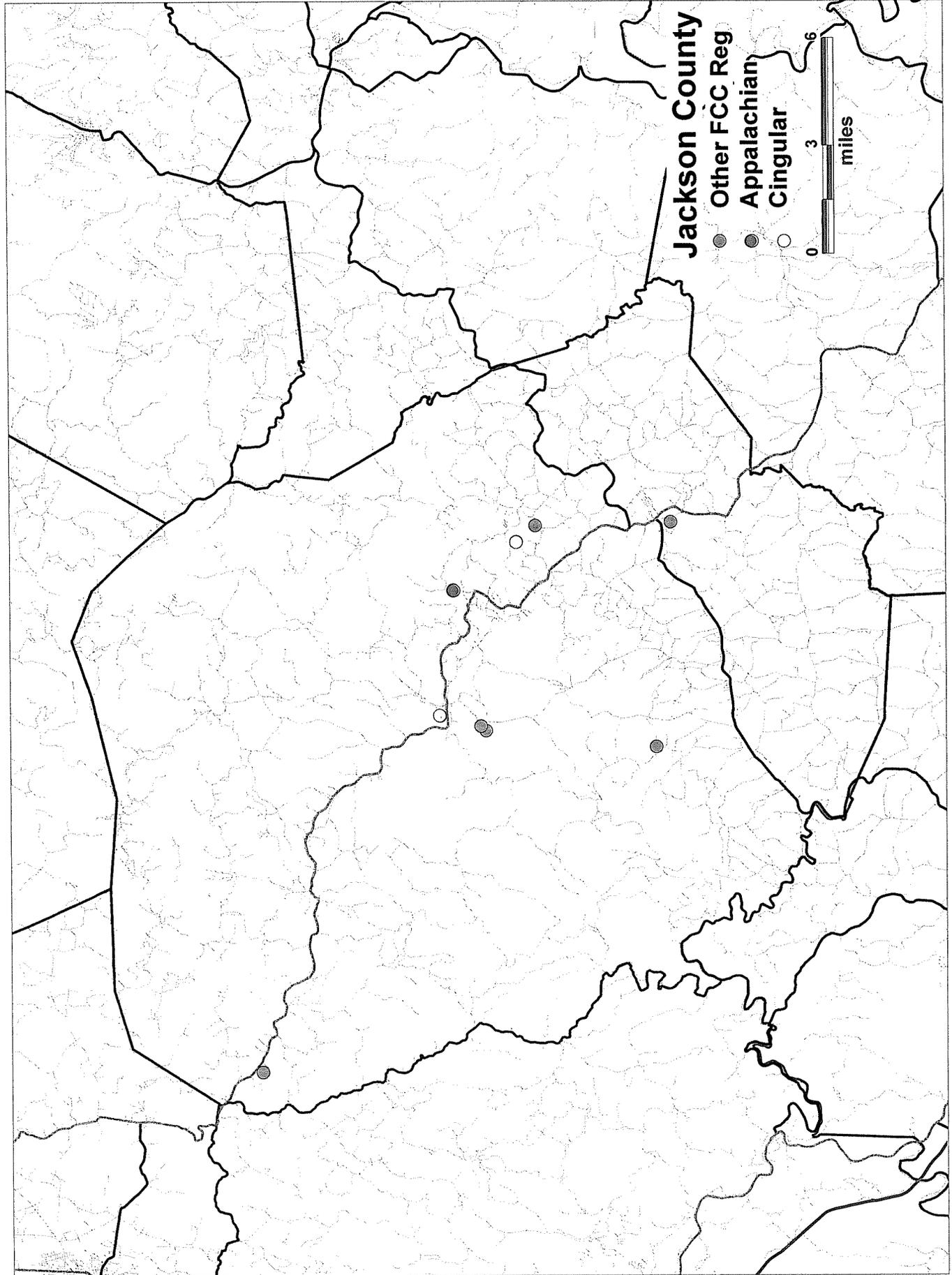
1. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL APPLICABLE PERMITTING AUTHORITIES.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND THE CODES, REGULATIONS, AND STANDARDS OF ALL APPLICABLE GOVERNING AUTHORITIES, CINGULAR WIRELESS, & GENERAL DYNAMICS.
3. THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE OR REPAIR TO THESE FACILITIES CAUSED BY THE CONTRACTOR'S WORK FORCE. IMMEDIATELY NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR OF ANY DISCREPANCIES OR INTERFERENCE WHICH AFFECT THE WORK OF THIS CONTRACT.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
5. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES. ALL DEBRIS SHALL BE REMOVED FROM THE SITE DAILY.
6. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND THE GENERAL DYNAMICS CONSTRUCTION MANAGER AT NO ADDITIONAL COST.
7. NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR TWENTY-FOUR HOURS PRIOR TO CONSTRUCTION TO ALLOW THE INSPECTORS TO LOOK AT THE SITE PRIOR TO EXCAVATION.
8. THE CONTRACTOR SHALL INCLUDE ALL WORK REQUIRED TO CO-LOCATE ON THE EXISTING TOWER INCLUDING ALL NECESSARY SITE IMPROVEMENTS, FOUNDATIONS, ELECTRICAL IMPROVEMENTS, H-FRAME, AND OTHER ACCESSORIES FOR COMPLETE INSTALLATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE FOLLOWING EQUIPMENT THAT WILL BE SUPPLIED BY GENERAL DYNAMICS OR OTHERS: ANTENNAS, COAX CABLES, ICE BRIDGE, WAVEGUIDE LADDER, AND EQUIPMENT CABINETS. THE EQUIPMENT CABINETS SHALL BE TRANSPORTED TO THE SITE BY THE CONTRACTOR.
10. CONTRACTOR TO NOTIFY GENERAL DYNAMICS CONSTRUCTION SUPERVISOR FORTY-EIGHT HOURS BEFORE CONCRETE POURS AND OTHER REQUIRED INSPECTIONS IN ACCORDANCE WITH SCOPE OF WORK.
11. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND APPENDIX OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. THIS SET IS A VALID CONTRACT DOCUMENT ONLY IF THE TITLE SHEET IS STAMPED "FOR CONSTRUCTION" AND EACH SUCCESSIVE SHEET BEARS THE ENGINEER'S SIGNED WET STAMP

12. CONTRACTOR TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AS REQUIRED AND DETAILED IN THE TECHNICAL SPECIFICATIONS AND SCOPE OF WORK. SUBMIT PHOTOGRAPHS TO GENERAL DYNAMICS ALONG WITH REDLINED CONSTRUCTION SET.
13. CONTRACTOR PERFORMING WORK FOR GENERAL DYNAMICS SHALL CONFORM TO STATE & FEDERAL OSHA REGULATIONS AND SHALL EXHIBIT SAFE & SOUND WORK PRACTICES WHILE WORKING ON SITE.
14. ALL WORK PERFORMED BY THE CONTRACTOR SHALL BE WARRANTED FOR WORKMANSHIP FOR A PERIOD OF 14 MONTHS FROM JOB COMPLETION. MATERIALS PROVIDED BY CONTRACTOR SHALL BE WARRANTED TO THE EXTENT OF THE MANUFACTURER'S WARRANTY.

UTILITY NOTES

1. APPLY FOR THE UTILITY SERVICE (ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING NOTICE TO PROCEED. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS AND ROUTING OF SERVICE.
2. ALL UTILITY RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS. FIELD VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT UTILITIES AND LOCATOR SERVICE A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. (KY BUD 1-800-752-6007 & IN 1-800-382-5544)
4. CONTRACTOR SHALL PROVIDE TRENCHING AND ALL MATERIALS AS SHOWN OR AS REQUIRED BY LOCAL UTILITY.
5. CONTRACTOR SHALL MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES OR AS REQUESTED BY THE POWER COMPANY.
6. ALL EXCAVATIONS IN AREAS OF EXISTING UTILITIES SHALL BE PERFORMED BY HAND.
7. CONTRACTOR IS RESPONSIBLE FOR ANY COSTS TO REPAIR OR DOWNTIME RELATED CHARGES.
8. CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED FOR THE GROUNDING INSTALLATION.
9. CINGULAR REPRESENTATIVE SHALL BE GIVEN NO LESS THAN 48 HOUR NOTICE FOR PRE-CONSTRUCTION WALK AND GROUNDING / MEGGER INSPECTION.

**EXHIBIT D**  
**COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST**  
**AND MAP OF LIKE FACILITIES IN VICINITY**



Jackson County

Longitude	Latitude	Owner	FCC Reg	Height (m)	City	Status	Lat deg	Lat min	Lat sec	Lon deg	Lon min	Lon sec
-83.91559	37.401874	Proposed Cingular Wireless site called Tyner	td	td	Tyner	Proposed	83	54	56.12	37	24	6.75
-83.940000	37.427500	MOUNTAINEER CELLULAR GENERAL PARTNERSHIP DBA = KENTUCKY CELLULAR	1042399	95.4	MC KEE, KY	Constructed	83	56	24.00	37	25	39.00
-84.019444	37.345833	Fridley,John	1043440	93.3	ANNVILLE, KY	Constructed	84	1	10.00	37	20	45.00
-84.003556	37.432972	NEW CINGULAR WIRELESS PCS, LLC	1043802	96.6	LIVINGSTON, KY	Constructed	84	0	12.80	37	25	58.70
-84.011111	37.414444	KENTUCKY, COMMONWEALTH OF DBA = KENTUCKY EMERGENCY WARNING SYSTEM KEWS	1044844	91.0	COOKSBERG, KY	Constructed	84	0	40.00	37	24	52.00
-84.183889	37.505000	Mega Communications, Inc. (same coords as 1233677)	1200955	75.9	Morrill, KY	Granted	84	11	2.00	37	30	18.00
-83.905750	37.339806	East Kentucky Power Cooperative, Inc.	1201245	135.6	Tyner, KY	Constructed	83	54	20.70	37	20	23.30
-83.907417	37.394250	Dandy Broadcasting, Inc. WWAG Radio	1205672	68.0	Grayhawk, KY	Granted	83	54	26.70	37	23	39.30
-84.183889	37.505000	London Radio Service, Inc. (same coords as 1200955)	1233677	82.0	Morrill, KY	Constructed	84	11	2.00	37	30	18.00
-83.905750	37.339806	East Kentucky Power Cooperative Inc	1233988	147.8	Tyner, KY	Constructed	83	54	20.70	37	20	23.30
-84.006806	37.416472	Jackson Energy Cooperative Corp	1238352	80.7	McKee, KY	Constructed	84	0	31.70	37	24	59.30

**EXHIBIT E**  
**CO-LOCATION REPORT**



**David R. Czarnecki**  
RF Design Engineer  
Central and East Kentucky  
3120 Wall Street Suite 200  
Lexington, KY 40513  
Phone: 859.338.5412

May 6, 2005

To Whom It May Concern:

Dear Sir or Madam:

There were no suitable existing structures located within or near the Tyner search area to examine in order to determine development potential for the Tyner project.

A handwritten signature in black ink that reads 'David R. Czarnecki'.

David R. Czarnecki  
RF Design Engineer



**David R. Czarnecki**  
RF Design Engineer  
Central and East Kentucky  
3120 Wall Street Suite 200  
Lexington, KY 40513  
Phone: 859.338.5412

May 6, 2005

To Whom It May Concern:

Dear Sir or Madam:

The proposed Cingular Wireless site called Tyner, to be located in Jackson County, KY at Latitude 37-24-06.747 North, Longitude 083-54-56.117 West, is needed to provide coverage along Hwy 421 between McKee and Manchester in central and southeastern Jackson County.

The placement of the proposed site Tyner will serve to increase coverage, capacity and reliability of Cingular Wireless' system in the area to provide improved service to present and future area customers, including enhanced access to wireless 911 emergency response systems.

  
David R. Czarnecki  
RF Design Engineer

**EXHIBIT F  
APPLICATION TO FAA**



Federal Aviation Administration  
 Southern Regional Office  
 1701 Columbia Avenue-ASO-520  
 College Park, GA 30337

Aeronautical Study No.  
 2005-ASO-887-OE

Issued Date: 3/17/2005

Kimberlyn Russell  
 Cingular Wireless  
 17330 Preston Road, Suite 100A  
 Dallas, TX 75252

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: Antenna Tower  
 Location: McKee, KY  
 Latitude: 37-24-6.75 NAD 83  
 Longitude: 83-54-56.12  
 Heights: 320 feet above ground level (AGL)  
 1633 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 AC 70/7460-1K Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

At least 10 days prior to start of construction  
 (7460-2, Part I)

Within 5 days after the construction reaches its greatest height  
 (7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

This determination expires on 9/17/2006 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed , as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404)305-5589. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2005-ASO-887-OE.

**Signature Control No: 412223-354350**

(DNE)

Cesar I Perez  
Specialist

Attachment(s)  
Case Description  
Frequency Data

7460-2 Attached

**Case Description for ASN 2005-ASO-887-OE**

Applicant proposes to construct a 320` guyed tower and have indicated frequencies studied.

Frequency Data for ASN 2005-ASO-887-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W



**David R. Czarnecki**  
RF Design Engineer  
Central and East Kentucky  
3120 Wall Street Suite 200  
Lexington, KY 40513  
Phone/Fax: 859.338.5412

May 6, 2005

To Whom It May Concern:

Dear Sir or Madam:

This letter is to serve as documentation that the proposed Cingular Wireless site called Tyner to be located in Jackson County, KY at Latitude 37-24-06.747 North, Longitude 083-54-56.117 West, has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations.

A handwritten signature in cursive script that reads 'David R. Czarnecki'.

David R. Czarnecki  
RF Design Engineer

**EXHIBIT G**  
**APPLICATION TO KENTUCKY AIRPORT ZONING COMMISSION**



Kentucky Airport Zoning Commission  
200 Mero Street  
Frankfort, KY 40622

(502) 564-4480  
fax: (502) 564-7953  
No.: AS-055-LOZ-05-009

## CONDITIONAL APPROVAL

March 11, 2005

Cingular Wireless LLC  
Margaret Colpa  
17330 Preston Rd  
Suite 100A  
Dallas, TX 75252

SUBJECT: AS-055-LOZ-05-009

STRUCTURE: Antenna Tower  
LOCATION: McKee, KY  
COORDINATES: 37-24-06.75 N / 83-54-56.18 W  
HEIGHT: 320'AGL/1632.2'AMSL

Gentlemen:

Your application for a permit to construct or alter the above structure was reviewed at the March 10, 2005 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

If you have any questions or would like to check on the status of your permit, please feel free to call me at (502) 564-4480.

Sincerely,

A handwritten signature in black ink, appearing to read "John Houlihan".

John Houlihan  
Administrator

**EXHIBIT H  
GEOTECHNICAL REPORT**

***GEOTECHNICAL EXPLORATION***  
***PROPOSED TYNER CELL TOWER***  
***TYNER, KENTUCKY***

***ATC Project No. 27.26358.4G05***

*Prepared For:*

***GENERAL DYNAMICS***  
1650 Lyndon Farms Court, 3<sup>rd</sup> Floor  
Louisville, Kentucky 40223

*Attention: Mr. Steve Parker*

*February 4, 2005*



132 Citizens Blvd.  
Simpsonville, KY 40067  
www.atcassociates.com  
502-722-1401  
Fax 502-722-1402

February 4, 2005

General Dynamics  
1650 Lyndon Farms Court, 3<sup>rd</sup> Floor  
Louisville, Kentucky 40223

Attention: Mr. Steve Parker

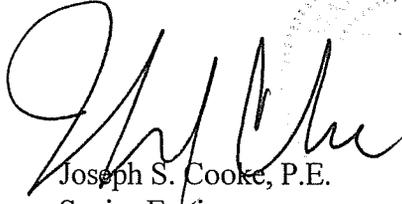
Re: **Geotechnical Exploration**  
**Tyner Cell Tower**  
Tyner, Kentucky  
ATC Project No. 27.26358.4G05

Dear Mr. Parker:

ATC Associates Inc. (ATC) is pleased to present our Geotechnical Exploration Report for the referenced project. The report contains our findings, interpretation of these findings based on provided project information and our experience, and geotechnical related recommendations to aid design and construction of the proposed facility. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact us at your convenience.

Cordially,  
ATC Associates Inc.

  
For  
Mickey C. McBrayer, Ph.D.  
Project Engineer

  
Joseph S. Cooke, P.E.  
Senior Engineer  
Licensed Kentucky 21244

A circular professional seal for Joseph S. Cooke, P.E., a Senior Engineer in the State of Kentucky. The seal contains the text 'STATE OF KENTUCKY', 'PROFESSIONAL ENGINEER', and 'JOSEPH S. COOKE, P.E.' around the perimeter, with the number '21244' in the center.

Copies submitted: (4) Addressee

Attachments: Report of Geotechnical Exploration

## TABLE OF CONTENTS

<b>1.0 INTRODUCTION.....</b>	<b>1</b>
1.1    PURPOSE AND SCOPE.....	1
1.2    PROJECT CHARACTERISTICS.....	1
<b>2.0 EXPLORATORY PROCEDURES.....</b>	<b>3</b>
2.1    FIELD EXPLORATION.....	3
2.2    LABORATORY STUDY.....	3
<b>3.0 EXPLORATORY FINDINGS.....</b>	<b>4</b>
3.1    SUBSURFACE CONDITIONS.....	4
3.2    SITE GEOLOGY.....	4
3.3    GROUNDWATER CONDITIONS.....	5
<b>4.0 DISCUSSION AND RECOMMENDATIONS.....</b>	<b>6</b>
4.1    TOWER FOUNDATION.....	6
4.2    GUY ANCHORS.....	7
4.3    EQUIPMENT BUILDING FOUNDATIONS.....	8
4.4    SITE PREPARATION.....	8
4.5    SITE SEISMIC CLASSIFICATION.....	9
<b>5.0 WARRANTY AND LIMITATIONS OF STUDY.....</b>	<b>10</b>

## APPENDIX

Figures:           Figure 1 - Site Vicinity Map  
                      Figure 2 – Boring Location Plan

## 1.0 INTRODUCTION

ATC Associates Inc. (ATC) completed a Geotechnical investigation of the proposed Tyner Cell Tower property located along SSR 1071 (Madden Drive) in Tyner, Jackson County, Kentucky during January 2005. This report documents our findings.

### 1.1 Purpose and Scope

The purpose of this study was to explore the subsurface conditions at the site and to develop geotechnical engineering recommendations necessary for the design and construction of the project. The recommendations pertaining to design and construction are included in Section 4.0. All findings, conclusions and recommendations included herein are subject to the warranty and limitations in Section 5.0.

### 1.2 Project Characteristics

Project information was provided in phone conversations with Mr. Donald Day with General Dynamics, and Mr. Joe Cooke, P.E. with ATC, and in the site data package dated November 26, 2004. Although the site package indicates a self-supporting tower, we understand the project will consist of a new guyed tower of unspecified height. Based on information from the structural design firm, Central Tower, we understand the tower structural loads will be on the order of:

Vertical Load:	144 kips
Horizontal Shear:	37 kips
Uplift:	37 kips

We also assume that a small, lightly loaded equipment building will also be constructed. Wall and floor loads for this building are not anticipated to exceed 1 kip per linear foot and 100 pounds per square foot, respectively. Based on the proposed tower construction and the flat site, minimal grading operations are anticipated.

The site consists of a square-shaped property approximately 0.25 acres (100 ft by 100 ft) and is undeveloped and primarily grass-covered. The site exists within a larger tract of land consisting of over 200 acres including a residence and wooded areas. There were no structures on the site at the time of ATC's site reconnaissance. The property is situated immediately north of a gate marking the end of an existing access road, with vacant pastureland surrounding the property on all sides, which is in a predominately rural area of Tyner, Kentucky. Figure 1 in the Appendix shows the approximate site location.

## **2.0 EXPLORATORY PROCEDURES**

### **2.1 Field Exploration**

The subsurface exploration consisted of drilling and sampling four borings at the center and each guyed wire to depths from 25 to 32.4 feet. A rock core was also retrieved at the center location. The centerline of the tower and the guyed wire locations were staked by the project surveyor, and actual boring locations were determined from these locations. The approximate boring locations are shown on the Boring Location Plan in the Appendix. For a full description of each boring please see the Soil Test Boring logs in the Appendix. The ground surface elevation was reported in the site data package as 1323 feet MSL.

Field sampling and testing by ATC are in general accordance with ASTM procedures and established geotechnical engineering practice. The borings were drilled with a truck-mounted rotary drill rig using solid stem augers to advance the borehole. Representative soil samples were obtained by the split-barrel sampling procedure in general accordance with the appropriate ASTM standard. The Appendix contains brief descriptions of field procedures as well as the data obtained.

### **2.2 Laboratory Study**

Laboratory testing was performed in general accordance with ASTM procedures. The samples were classified in the field and the laboratory by the project engineer based on visual observation, texture and plasticity. The laboratory testing consisted of performing water content tests and Atterberg Limits tests on representative soil samples, and an unconfined compression test on a representative rock core. Information from these tests was used in conjunction with field penetration data to evaluate soil strength in-situ, volume change potential and soil classification. The Appendix contains brief descriptions of laboratory procedures as well as a table showing the results of the laboratory testing.

### 3.0 EXPLORATORY FINDINGS

#### 3.1 Subsurface Conditions

Drilling was conducted on the site on January 14, 2005 in the presence of Dr. Mickey C. McBrayer, of ATC. The subsurface conditions were explored by drilling four (4) soil test borings at the approximate locations shown on the Boring Location Plan in the Appendix. For a full description of each boring please see the Soil Test Boring logs in the Appendix.

Overlying the site, approximately 6 inches of topsoil was encountered in all the borings. Underneath the topsoil, the borings encountered a tan and grey silty lean clay to a depth of 11 to 17.4 feet. Standard Penetration Test (SPT) N-values ranged from 6 to 100+ (with a typical value of about 30), indicating firm to hard conditions. Boring B-3 encountered a tan and grey silty sand with rock fragments to a depth of about 6.5 feet. Standard Penetration Test (SPT) N-values were 100+, indicating very dense conditions.

Split-spoon refusal was achieved in all the borings at a depth ranging from about 6.5 to 17.4 feet. Coring or rock auguring was performed at each location (15 feet of coring in B-1, and 15+ feet rock auguring in the remaining borings). The rock consisted of grey and tan sandstone overlying dark grey shale, with a rock quality designation (RQD) of 51% in Boring B-1. This value corresponds to a quality classification of fair.

#### 3.2 Site Geology

The USGS McKee Geologic Quadrangle Map, dated 1973, indicates that the site is underlain by the Breathitt Formation. The Breathitt Formation in this area consists of mostly shale, siltstone, sandstone, coal and underclay. There are numerous coal beds identified within the Breathitt Formation. The nearest mapped coal bed is the Manchester Coal bed. Outcrops of this bed are found southwest of Privitt near the Blackwater Church off of KY-1071. Detailed mining reviews or related assessments were not within our scope of services.

### **3.3 Groundwater Conditions**

The borings were monitored for the presence and level of groundwater immediately after boring completion. Groundwater was encountered in Boring B-1 at a depth of 9.2 feet. No groundwater was encountered in the remaining borings at the time of drilling. However, short-term water readings made in clayey soils may not give a reliable indication of the actual groundwater level. Also groundwater level is generally not stationary, but will fluctuate seasonally. Water affecting project construction will likely be attributed to isolated pockets of water within the soil mass or near the soil/rock interface.

## 4.0 DISCUSSION AND RECOMMENDATIONS

Design recommendations for the proposed tower and the lightly loaded equipment building are presented in the following paragraphs.

### 4.1 Tower Foundation

We anticipate that the center structure of the guyed tower will be supported on a single foundation, with the tower anchored by 3 guy anchors.

We believe the proposed tower can be constructed on a drilled pier extending into the sandstone or shale, as long as the recommendations in this report are followed. Based on the subsurface conditions encountered in the borings, the following tower foundation design parameters are recommended for the four different soil materials encountered:

Material	Description	Allowable Skin Friction (psf)	Allowable End Bearing Pressure (psf)	Allowable Passive Pressure (psf)	Internal Angle of Friction (Degree)	Cohesion (psf)	Lateral Subgrade Modulus (pci)	Total Unit Weight (pcf)
A	Silty clay	500	2,500	500	0°	1,250	100	120
B	Silty Sand	1,000	3,000	1,000	28°	0	120	130
C	Sandstone	2,000	10,000	2,000	30°	0	N/A	130
D	Shale	2,000	15,000	2,000	30°	0	N/A	130

The above values have factors of safety of 1.5 to 3. The cohesion, internal friction angle, and lateral subgrade modulus values are based on correlated values and our experience with similar conditions, and are considered approximate. These values should, therefore, be considered approximate. Total settlement of drilled piers designed using the above parameters is anticipated to be less than 1½ inches.

Based on the subsurface conditions encountered in the borings, the following material profiles are recommended for each foundation location.

Soil/Rock Material Profile			
Tower Center (B-1)	South Guyed Wire (B-2)	West Guyed Wire (B-3)	Northeast Guyed Wire (B-4)
0-17' (A)	0-13' (A)	0-6' (B)	0-11' (A)
17-20 (C)	13-17 (C)	6-12 (C)	11-15 (C)
20-32 (D)	17-30 (D)	12-25 (D)	15-30 (D)

Due to the potential affects of frost action and construction disturbance, the upper 3 feet of soil material should be ignored. Due to the potential for variable subsurface conditions, ATC recommends that our representative be present during drilled pier excavation to evaluate the bearing materials and to provide any field engineering changes as necessary. This will help to ensure adequate lateral and uplift resistance, length of pier, and suitable bearing materials.

In order to facilitate clean out and possible dewatering of the pier excavations, the drilled pier foundations should be designed with a minimum shaft diameter of 30 inches. When the pier must extend below the groundwater level or into weak soil zones, some form of temporary casing may be required to support the sides of the hole. Both the sides and bottom of the excavations should experience minimal disturbance during construction, and it is essential that all loose material be removed from the bottom of the excavation prior to reinforcing steel and concrete placement.

#### 4.2 Guy Anchors

The guys may be designed as concrete “monoliths” with their dead weight being used to anchor the loading. These foundations should be sized for an allowable soil bearing pressure of 2,500 pounds per square feet.

The guy anchor blocks must be designed to resist both the uplift and horizontal components of the guy cable forces. The uplift force can be resisted by the dead weight of the anchor block as well as the soil material that is placed over the anchor block. Unless a very high factor of safety is used, only the weight of the soil immediately above and within the perimeter of the anchor block should be used in calculating uplift resistance. It is recommended that a safety factor of at least 1.2 be used for calculating uplift resistance from an anchor block, provided only the weight of the anchor block and the soil immediately above it are used to resist uplift forces.

The horizontal component of the guy force is resisted by the “passive” earth pressure that is developed along the face of the anchor block. No passive resistance should be included for any portion of the anchor block that is located within the upper 2.0 feet.

If the guys will utilize rock anchors, the following parameters should be used:

- Extend the anchors through the sandstone and at least 6 feet into the shale bedrock
- Working grout-bond strength of 15 pounds per square inch (psi)
- Ultimate grout-bond strength of 50 psi.

#### **4.3 Equipment Building Foundations**

The proposed equipment shed may be supported on shallow footings. Foundations may be sized using a maximum allowable bearing pressure of 2,500 pounds per square foot (psf).

All foundation excavations should be evaluated by the geotechnical engineer or his representative to ensure the bearing materials will provide a suitable foundation support. Regardless of computed dimensions, all foundations should be at least two feet wide to allow inspection and adequate re-bar placement. Acceptance criteria of bearing conditions should be established by the geotechnical engineer at the time of construction. Foundations should bear at least 30 inches below exterior grades for frost protection.

#### **4.4 Site Preparation**

Site preparation should begin with the removal of any topsoil, loose, soft or otherwise unsuitable materials from the construction area. The geotechnical engineer should evaluate the actual stripping depth, along with any soft soils that require undercutting at the time of construction.

The site appears to be within a foot or so of finished subgrade. However, if any additional structural fill is to be placed, the following guidelines should be used. Structural fill underlying all structures, roadways, and other site improvements should be placed in 8-inch maximum loose

lifts and compacted to at least 95 percent of the maximum standard Proctor dry density. Moisture content should be maintained from plus or minus 2 percent of the standard Proctor optimum moisture content.

The geotechnical engineer should be retained to monitor fill placement on the project and to perform density tests as each lift of fill is placed in order to evaluate compliance with the design requirements.

#### **4.5 Site Seismic Classification**

Based on our findings and the 2002 Kentucky Building Code, section 1615, we recommend using a site classification of C for the site seismic design.

## **5.0 WARRANTY AND LIMITATIONS OF STUDY**

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. ATC Associates Inc. is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at the specific locations, times and depth shown on the logs. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or his representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

## **APPENDIX**

SITE VICINITY MAP

BORING LOCATION PLAN

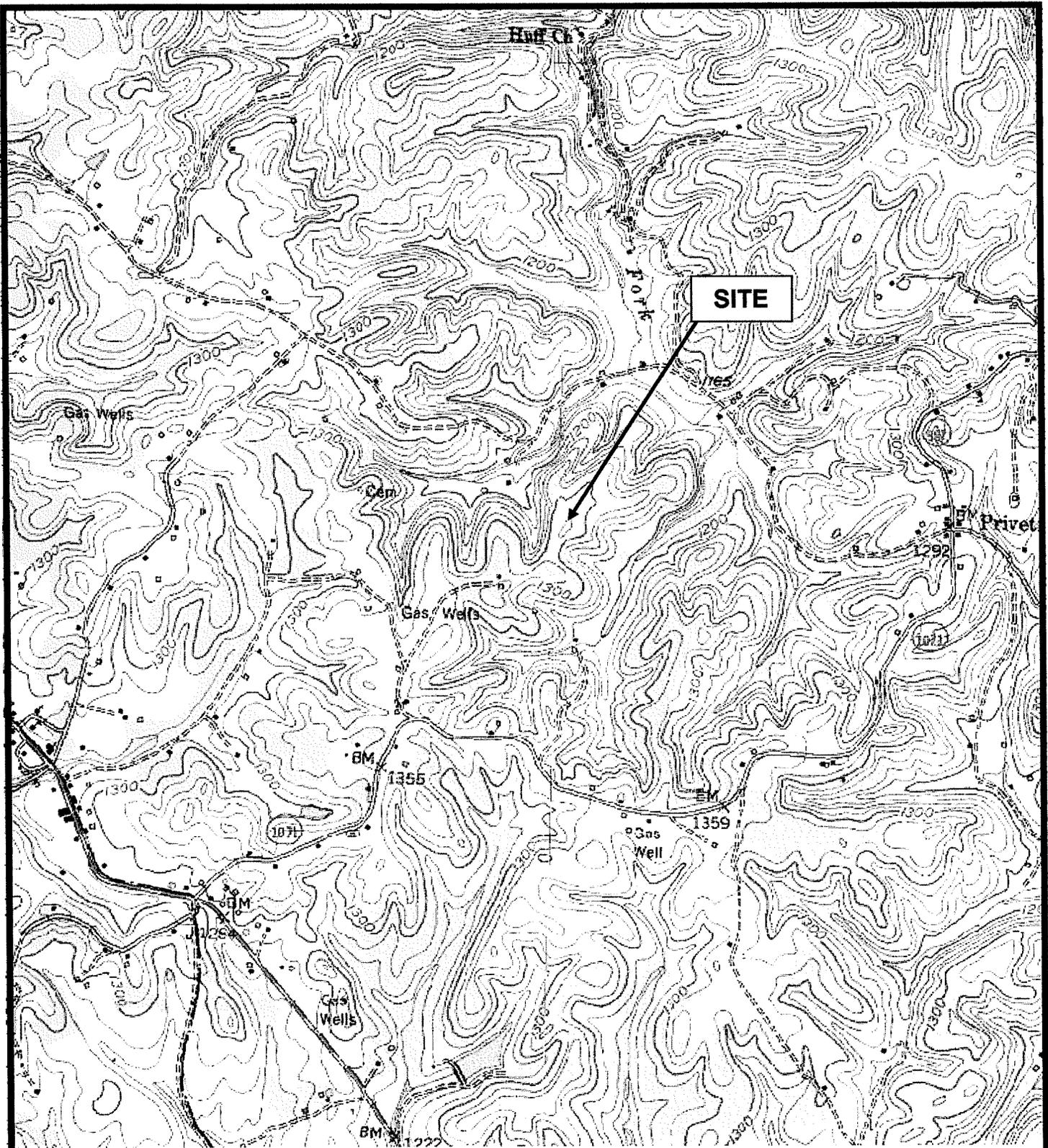
SOIL TEST BORINGS

FIELD PROCEDURES

LEGEND TO SOIL CLASSIFICATION AND SYMBOLS

LABORATORY TESTING SUMMARY TABLE

LABORATORY TESTING PROCEDURES



SOURCE: USGS McKEE QUADRANGLE, KENTUCKY (7.5 MINUTE SERIES) TOPOGRAPHIC MAP, 1997. OBTAINED FROM Topozone.com



132 Citizens Boulevard  
 Simpsonville, KY 40067  
 (502) 722-1401

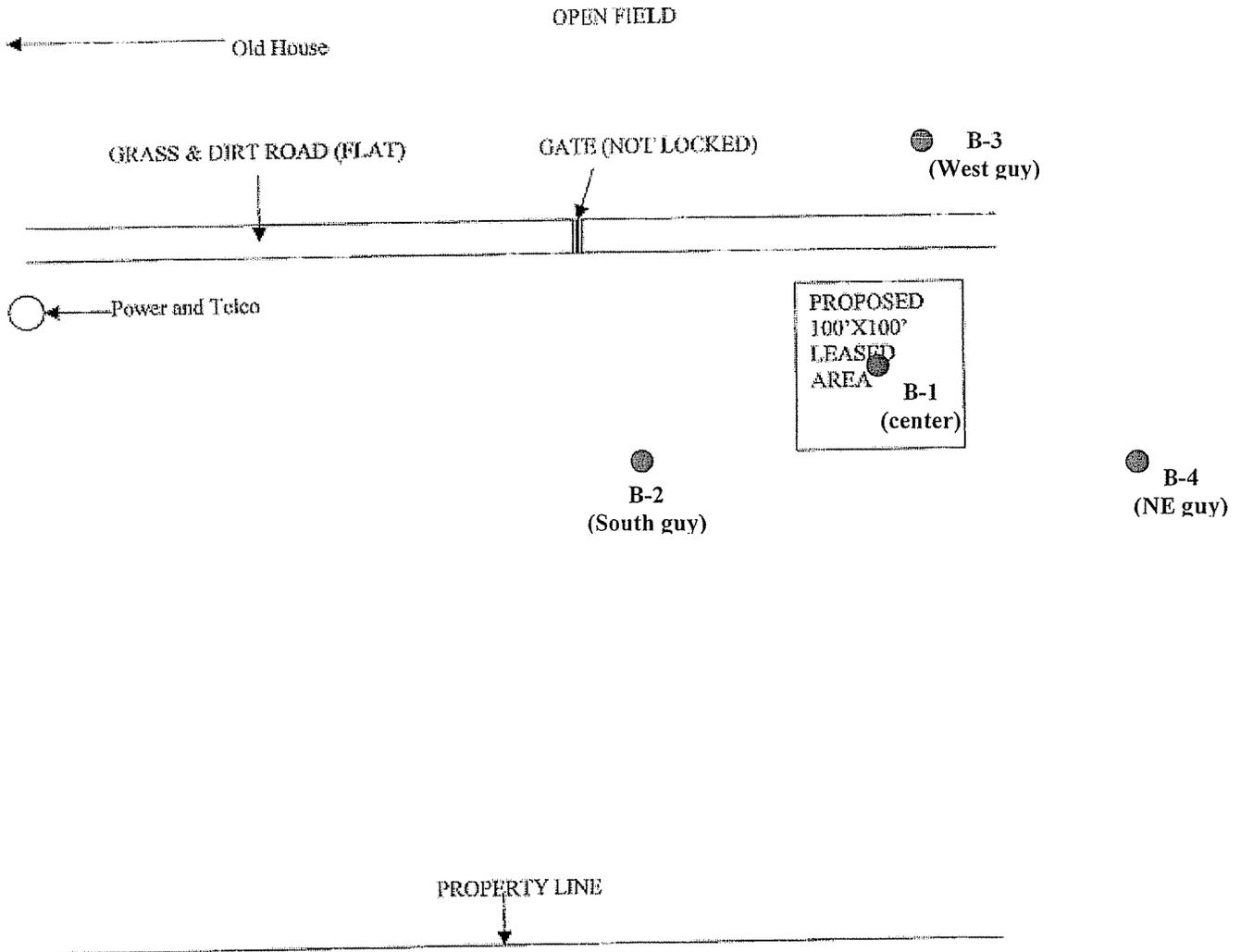
PROJECT NO: 27.26358.4G05

DESIGNED BY: JT	SCALE: N/A	REVIEWED BY: JC
DRAWN BY: MCM	DATE: 1/05	FILE: Tyner

FIGURE 1

**SITE VICINITY MAP**

Proposed Tyner Cell Tower Site  
 Located off State Road 1071  
 McKee, Jackson County, Kentucky



**BORING LOCATION PLAN**

TYNER CELL TOWER  
TYNER, KY

NOTE: ADAPTED FROM SITE OBSERVATIONS BY  
ATC PERSONNEL, SCALE: NOT TO SCALE



**GENERAL DYNAMICS**

Drawn by: MCM

Project No: 27.26358.4G05

Checked by: JSC

Figure Number: 2

Date: 2/4/05





132 Citizens Blvd  
 Simpsonville, KY 40067  
 (502) 722-1401  
 Fax (502) 722-1402

# TEST BORING LOG

CLIENT General Dynamics  
 PROJECT NAME Tyner Cell Tower  
 PROJECT LOCATION SSR 1071  
Tyner, KY

BORING # B-1  
 JOB # 27.26358.4G05  
 DRAWN BY MCM  
 APPROVED BY JSC

### DRILLING and SAMPLING INFORMATION

### TEST DATA

Date Started 1/14/05 Hammer Wt. 140 lbs.  
 Date Completed 1/14/05 Hammer Drop 30 in.  
 Drill Foreman Paul Castle Spoon Sampler OD 2 in.  
 Inspector MCM Rock Core Dia. 2 in.  
 Boring Method CFA Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-ist Unconfined Compressive Strength	PP-istf Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
TOPSOIL	0.5		1	SS			6							
LEAN CLAY (CL) tan and grey, with silt, moist, FIRM to HARD			2	SS			24			17.7				
		5	3	SS			34			15.3	40	22		
			4	SS			37			15.4				
LEAN CLAY (CL) brown tan and gray, with silt and sand, with thin layers of weathered shale, moist, HARD	9.0	10	5	SS		▽	50/5"			13.2				
		15	6	SS			50/1"							Auger cuttings greyish black at 13 feet
AUGER REFUSAL AT 17.4 FEET; ROCK CORE FROM 17.4 TO 32.4 FEET;	17.4			CORE				421						
SANDSTONE, grey, fine to medium grained, with thin layers of interbedded SHALE, MODERATELY HARD SHALE, dark grey, foliated, MEDIUM	20.0	20	7											RQD: 51
DOLOMITE, grey, HARD CORING TERMINATED AT 32.4 FEET	32.0 32.4													

**Sample Type**  
 SPT - Standard Penetration Test  
 SS - Driven Split Spoon  
 ST - Pressed Shelby Tube  
 CA - Continuous Flight Auger  
 RC - Rock Core  
 CU - Cuttings  
 CT - Continuous Tube

**Depth to Groundwater**  
 ● Noted on Drilling Tools \_\_\_\_\_ ft.  
 ▽ At Completion (in augers) \_\_\_\_\_ ft.  
 ⊕ At Completion (open hole) 9.2 ft.  
 ▽ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
 ▽ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
 ⊗ Cave Depth \_\_\_\_\_ ft.

**Boring Method**  
 HSA - Hollow Stem Augers  
 CFA - Continuous Flight Augers  
 DC - Driving Casing  
 MD - Mud Drilling



132 Citizens Blvd  
 Simpsonville, KY 40067  
 (502) 722-1401  
 Fax (502) 722-1402

# TEST BORING LOG

CLIENT General Dynamics  
 PROJECT NAME Tyner Cell Tower  
 PROJECT LOCATION SSR 1071  
Tyner, KY

BORING # B-2  
 JOB # 27.26358.4G05  
 DRAWN BY MCM  
 APPROVED BY JSC

### DRILLING and SAMPLING INFORMATION

### TEST DATA

Date Started 1/14/05 Hammer Wt. 140 lbs.  
 Date Completed 1/14/05 Hammer Drop 30 in.  
 Drill Foreman Paul Castle Spoon Sampler OD 2 in.  
 Inspector MCM Rock Core Dia. 2 in.  
 Boring Method CFA Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	QU- <u>tsf</u> Unconfined Compressive Strength	PP- <u>tsf</u> Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
TOPSOIL	0.5		1	SS			20							
LEAN CLAY (CL) tan and grey, with silt, dry to moist, VERY STIFF to HARD		5	2	SS			35			7.5				
	8.0		3	SS			17+ 50/4"			17.6				
LEAN CLAY (CL) brown grey and grey, with sand, with layers weathered shale, moist, HARD		10	4	SS			28+ 50/4"			9.7				
SPLIT SPOON REFUSAL AT 14.0 FEET; ROCK AUGERING FROM 14.0 TO 30.0 FEET; SANDSTONE, tan and grey	12.6													Rock profile estimated based on auger cuttings
SHALE, dark grey	17.0													
ROCK AUGERING TERMINATED AT 30.0 FEET	30.0	30												

**Sample Type**  
 SPT - Standard Penetration Test  
 SS - Driven Split Spoon  
 ST - Pressed Shelby Tube  
 CA - Continuous Flight Auger  
 RC - Rock Core  
 CU - Cuttings  
 CT - Continuous Tube

**Depth to Groundwater**  
 ● Noted on Drilling Tools \_\_\_\_\_ ft.  
 ⊕ At Completion (in augers) \_\_\_\_\_ ft.  
 ⊕ At Completion (open hole) \_\_\_\_\_ ft.  
 ∇ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
 ∇ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
 ☒ Cave Depth \_\_\_\_\_ ft.

**Boring Method**  
 HSA - Hollow Stem Augers  
 CFA - Continuous Flight Augers  
 DC - Driving Casing  
 MD - Mud Drilling



132 Citizens Blvd  
 Simpsonville, KY 40067  
 (502) 722-1401  
 Fax (502) 722-1402

**TEST BORING LOG**

CLIENT General Dynamics BORING # B-3  
 PROJECT NAME Tyner Cell Tower JOB # 27.26358.4G05  
 PROJECT LOCATION SSR 1071 DRAWN BY MCM  
Tyner, KY APPROVED BY JSC

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 1/14/05 Hammer Wt. 140 lbs.  
 Date Completed 1/14/05 Hammer Drop 30 in.  
 Drill Foreman Paul Castle Spoon Sampler OD 2 in.  
 Inspector MCM Rock Core Dia. 2 in.  
 Boring Method CFA Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-1st Unconfined Compressive Strength	PP-1st Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
TOPSOIL	0.5													
SAND (SM) tan and grey, with silt, with small rock fragments, slightly moist to dry, VERY DENSE			1	SS			50/2"			11.3				
			2	SS			50/1"							
SPLIT SPOON REFUSAL AT 6.5 FEET; ROCK AUGERING FROM 6.5 TO 25.0 FEET;	6.5													
SANDSTONE, tan and grey														
SHALE, grey, with sand	12.0													
SHALE, dark grey	17.5													
ROCK AUGERING TERMINATED AT 25.0 FEET	25.0													

Rock profile estimated based on auger cuttings

- |                                 |                                       |                                |
|---------------------------------|---------------------------------------|--------------------------------|
| <b>Sample Type</b>              | <b>Depth to Groundwater</b>           | <b>Boring Method</b>           |
| SPT - Standard Penetration Test | ● Noted on Drilling Tools _____ ft.   | HSA - Hollow Stem Augers       |
| SS - Driven Split Spoon         | ± At Completion (in augers) _____ ft. | CFA - Continuous Flight Augers |
| ST - Pressed Shelby Tube        | ⊕ At Completion (open hole) _____ ft. | DC - Driving Casing            |
| CA - Continuous Flight Auger    | ∇ After _____ hours _____ ft.         | MD - Mud Drilling              |
| RC - Rock Core                  | ∇ After _____ hours _____ ft.         |                                |
| CU - Cuttings                   | ⊗ Cave Depth _____ ft.                |                                |
| CT - Continuous Tube            |                                       |                                |



132 Citizens Blvd  
Simpsonville, KY 40067  
(502) 722-1401  
Fax (502) 722-1402

# TEST BORING LOG

CLIENT General Dynamics  
PROJECT NAME Tyner Cell Tower  
PROJECT LOCATION SSR 1071  
Tyner, KY

BORING # B-4  
JOB # 27.26358.4G05  
DRAWN BY MCM  
APPROVED BY JSC

### DRILLING and SAMPLING INFORMATION

### TEST DATA

Date Started 1/14/05 Hammer Wt. 140 lbs.  
Date Completed 1/14/05 Hammer Drop 30 in.  
Drill Foreman Paul Castle Spoon Sampler OD 2 in.  
Inspector MCM Rock Core Dia. 2 in.  
Boring Method CFA Shelby Tube OD 3 in.

SOIL CLASSIFICATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, N - blows/foot	Qu-ist Unconfined Compressive Strength	PP-ist Pocket Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Percent Passing #200 Sieve	Remarks
TOPSOIL	0.5													
LEAN CLAY (CL) tan and grey, with silt, slightly moist, STIFF to HARD			1	SS			10							
		5	2	SS			31							
			3	SS			27			10.8				
WEATHERED SHALE, dark grey and black, dry, HARD	8.5		4	SS			50/5.5'			8.0				
SPLIT SPOON REFUSAL AT 11.5 FEET; ROCK AUGERING FROM 11.5 TO 30.0 FEET;	11.5													Rock profile estimated based on auger cuttings
SANDSTONE, light grey	15.0	15												
SHALE, dark grey		20												
		25												
ROCK AUGERING TERMINATED AT 30.0 FEET	30.0	30												

#### Sample Type

SPT - Standard Penetration Test  
SS - Driven Split Spoon  
ST - Pressed Shelby Tube  
CA - Continuous Flight Auger  
RC - Rock Core  
CU - Cuttings  
CT - Continuous Tube

#### Depth to Groundwater

● Noted on Drilling Tools \_\_\_\_\_ ft.  
⊕ At Completion (in augers) \_\_\_\_\_ ft.  
⊕ At Completion (open hole) \_\_\_\_\_ ft.  
∇ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
∇ After \_\_\_\_\_ hours \_\_\_\_\_ ft.  
⊗ Cave Depth \_\_\_\_\_ ft.

#### Boring Method

HSA - Hollow Stem Augers  
CFA - Continuous Flight Augers  
DC - Driving Casing  
MD - Mud Drilling

## FIELD PROCEDURES

Split spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D-1586) in the test borings. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

For rock core samples; cores were retrieved and returned to our laboratory where the refusal material was identified and the core recovery and Rock Quality Designation (RQD) were determined. The RQD is the percentage of the core recovered in hard, sound and naturally unbroken pieces 4 inches or greater in length. The recovery and RQD are related to the soundness and continuity of the refusal material.

The boring logs are included along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs present visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

# LEGEND TO SOIL CLASSIFICATION AND SYMBOLS

## SOIL TYPES

(Shown in Graphic Log)

	Fill
	Asphalt
	Topsoil
	Gravel
	Sand
	Silt
	Lean Clay
	Fat Clay
	Silty Sand
	Clayey Sand
	Sandy Silt
	Clayey Silt
	Sandy Clay
	Silty Clay
	Limestone
	Sandstone
	Siltstone
	Shale

## CONSISTENCY OF COHESIVE SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Soft	0 to 2
Soft	3 to 4
Firm	5 to 8
Stiff	9 to 15
Very Stiff	16 to 30
Hard	Over 30

## RELATIVE DENSITY OF COHESIONLESS SOILS

CONSISTENCY	STD. PENETRATION RESISTANCE BLOWS/FOOT
Very Loose	0 to 4
Loose	5 to 10
Firm	11 to 20
Very Firm	21 to 30
Dense	31 to 50
Very Dense	Over 50

## ESTIMATED RELATIVE MOISTURE CONDITION

(Visual classification relative to assumed optimum moisture content (OMC) of standard proctor)

Dry	- Air dry to dusty
Slightly Moist	- Dusty to approximately -2% OMC
Moist	- Approximately between $\pm 2\%$ OMC
Very Moist	- From approximately +2% to nearly saturated
Wet	- Contains free water or nearly saturated

## PARTICLE SIZE IDENTIFICATION

Boulders	Over 6"
Gravel	
Coarse	6" - 1/2"
Fine	1/2" - 2 mm
Sand	
Coarse	2 mm - 0.6 mm
Medium	0.6 mm - 0.2 mm
Fine	0.2 mm - 0.06 mm
Silt	0.06 mm - 0.005 mm
Clay	Less than 0.005 mm

## RELATIVE HARDNESS OF ROCK

Very soft	Pieces 1 inch or more in thickness can be broken by finger pressure; can be scratched readily by fingernail.
Soft	May be broken with fingers.
Medium	May be scratched with a nail; corners and edges may be broken with fingers.
Moderately Hard	Moderate blow of hammer required to break sample.
Hard	Hard blow of hammer required to break sample.
Very Hard	Several hard blows of hammer required to break sample.

## SAMPLER TYPES

(Shown in Sampler Column)

	Shelby Tube
	Split Spoon
	Rock Core
	Grab Sample
	No Recovery

## TERMS

**Standard Penetration Resistance** The Number of Blows of a 140 lb. Hammer Falling 30 in. Required to Drive a 1.4 in. I.D. Split Spoon Sampler 1 Foot. As Specified in ASTM D-1586. Also commonly referred to as an "N" value.

**REC** Recovery - Total Length of Rock Recovered in the Core Barrel Divided by the Total Length of the Core Run Times 100%

**RQD** Rock Quality Designation - Total Length of Sound Rock Segments Recovered that are Longer Than or Equal to 4" (mechanical breaks excluded) Divided by the Total Length of the Core Run Times 100%.



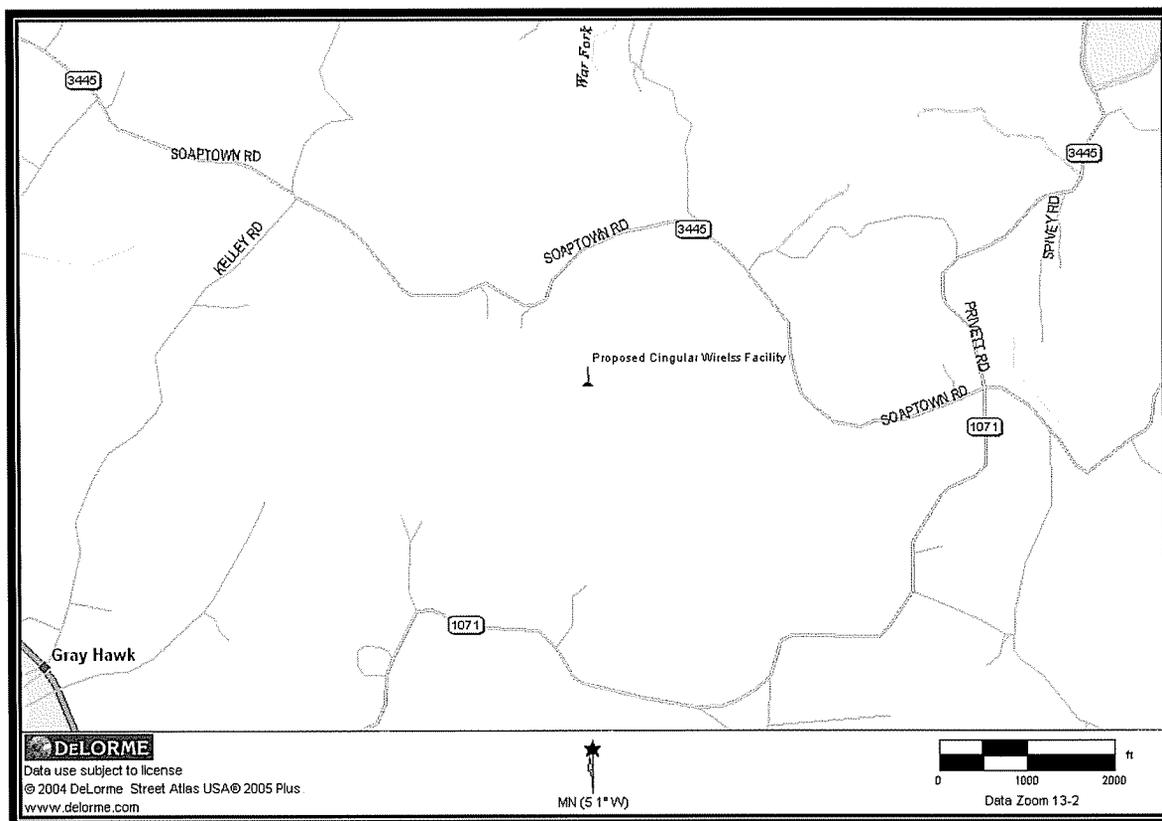
## LABORATORY TESTING PROCEDURES

The split-spoon samples and the rock core samples were inspected and visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System and the boring logs edited as necessary. To aid in classifying the soil samples and to check the general soil characteristics, natural moisture content, and Atterberg Limits tests were performed on selected samples. Other tests performed vary from project to project, however all tests were performed according to ASTM standards. The results of these tests are included on the Laboratory Testing Summary Table.

**EXHIBIT I**  
**DIRECTIONS TO WCF SITE**

# DIRECTIONS TO PROPOSED CINGULAR WIRELESS TELECOMMUNICATIONS FACILITY

SITE NAME: TYNER



- From the Jackson County seat take US 4221 to S.R. 1071 (Madden Drive). Turn left onto Madden Drive. The site is located on the left on real property owned by Michael & Brenda York.
- Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165; toll free: 800-541-4293.

**EXHIBIT J**  
**COPY OF REAL ESTATE AGREEMENT**

**OPTION AND GROUND LEASE AGREEMENT**

THIS OPTION AND LEASE AGREEMENT, made this 21st day of April, 2005, by and between **Mike York and Brenda York, Husband and Wife** (the "LANDLORD"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, doing business as Cingular Wireless, its affiliates, successors and assigns (the "TENANT").

**PROPERTY**

LANDLORD is the owner of certain real property located at **SSR 1071, McKee, KY 40447** in **Jackson County, State of Kentucky** (the "Parent Tract"), and TENANT desires to obtain an option to lease a portion of such real property, containing approximately **ten thousand (10,000)** square feet, together with a right of way thereto, and if TENANT chooses to erect a guyed tower; easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower which shall extend **260 feet** in all directions from the base of the tower; as hereinafter described (such portion of real property, such right of way, and easements being hereinafter called the "**Leased Property**"). The Parent Tract is more specifically described in Exhibit "A" attached hereto and made a part hereof. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

**OPTION**

NOW THEREFORE, in consideration of the sum of [REDACTED] (the "**Option Money**"), to be paid by TENANT to LANDLORD within thirty (30) days after TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "**Option**") to lease the Leased Property in accordance with the terms and conditions set forth herein.

A. **Option Period.** The Option may be exercised at any time on or prior to **October 15, 2005** (the "**Option Period**"). At TENANT's election, the Option Period may be extended for one additional period of six (6) months, through and including **April 15, 2006**, with an additional payment by TENANT to LANDLORD of [REDACTED]. The Option Period may be further extended by mutual written agreement. If TENANT fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

B. **Transfer of Option.** The Option may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or to any affiliate or subsidiary of, or partner in, TENANT or its parent company, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld, conditioned or delayed.

From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

C. **Changes in Leased Property During Option Period.** If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell, or change the status of the zoning of, the Leased Property or any of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Property for the uses intended by TENANT as hereinafter set forth in this Agreement.

D. **Title.** LANDLORD warrants that LANDLORD holds good and marketable title to the Leased Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, deeds of trust, mortgages, liens or judgments encumbering the Leased Property and no restrictive covenants or other encumbrances on the title to the Leased Property that would prevent TENANT from using the Leased Property for the uses intended by TENANT as set forth in this Agreement.

E. **Inspections.** LANDLORD shall permit TENANT and TENANT's employees, agents and contractors during the Option Period, and any extension thereof, free ingress and egress to and from the Leased Property in order to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency tests, and such other tests, investigations and similar activities as TENANT may deem necessary or desirable (collectively, the "**Inspections**"), at the sole cost of TENANT. The scope, sequence and timing of the Inspections shall be at the sole discretion of TENANT. The Inspections may be commenced at any time during the aforementioned Option Period and, if the Option is exercised, at any time during the term of this Agreement. TENANT and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Property and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury or physical damage to the Leased Property, LANDLORD's Surrounding Property or the property of third parties resulting from any Inspections. Upon written request, TENANT shall furnish to LANDLORD copies of the environmental findings. However, LANDLORD shall not rely on said environmental findings for anything outside this Agreement and shall indemnify and hold TENANT harmless from such findings.

F. **Surveys.** LANDLORD also hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

G. **Governmental Approvals.** TENANT's ability to use the Leased Property is contingent upon its obtaining all certificates, permits, licenses and other approvals that may be required by any governmental authorities. LANDLORD shall cooperate with TENANT in its effort to obtain such certificates, permits, licenses and other approvals. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

H. **Utility Services.** During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Leased Property or other portions of LANDLORD's Surrounding Property, by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable or unwilling to use the aforementioned right-of-way, LANDLORD hereby agrees to grant an additional right-of-way either to TENANT or to the utility company at no cost to TENANT. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD, upon demand, of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including but not limited to costs of environmental assessments, title examinations, zoning application fees and attorney's fees and other legal expenses of TENANT. In the event LANDLORD desires to relocate the utilities and utility easement(s), LANDLORD will obtain all certificates, permits and other approvals required by the utility company at LANDLORD's sole cost. All activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of TENANT's facility.

I. **Exercise of Option.** TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a Lease Agreement between LANDLORD and TENANT on the following terms and conditions:

**LEASE AGREEMENT**

1. **Lease of Leased Property.** LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as **Kelly Road, McKee, KY 40447**, to the Leased Property, as such right of way is shown on Exhibit "B" hereto. Said easement and right of ingress and egress shall extend to the guy anchors for the purpose of maintenance, inspection, and installation.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT (the "**Commencement Date**"), at an annual rental of [REDACTED] to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement. TENANT's obligation to pay Rent is contingent upon TENANT's receipt of a W-9 form setting forth the tax identification number of the LANDLORD or the person or entity to whom Rent checks are to be made payable as directed in writing by the LANDLORD.

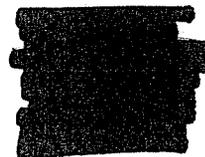
3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

**Extended Term**

**Annual Rental**

1st  
2nd  
3rd  
4th



The annual rental for any extended term shall be payable in the same manner as the annual rental

for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings or equipment cabinets as are necessary to house telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property which may include the tower's anchor guy points (collectively, the "**Communications Facility**"). The Communications Facility may be operated at frequencies licensed to TENANT and/or its affiliates. TENANT shall be allowed, at any time and from time to time during the term of this Agreement, to modify, supplement, replace, remove or relocate any of the improvements or equipment at the Leased Property, including the antennas, microwaves or other appurtenances, in such manner as TENANT may determine in its sole discretion. All improvements, modifications, supplements, replacements, removals or relocation which are necessary for use by TENANT or its subtenants, licensees or sublicensees, shall be made at no expense to LANDLORD. LANDLORD grants TENANT, its subtenants, licensees and sublicensees, the right to use such portions of LANDLORD's Surrounding Property as may reasonably be required during construction, installation, maintenance and operation of the Communications Facility or any equipment therein or thereon. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of any improvements on the Leased Property, excluding repair and maintenance required due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors. TENANT shall have the right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon TENANT's tower or tower's guy wires. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against the LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

9. **Insurance.** Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under

insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

10. **Self- Insurance.** TENANT shall have the right to self-insure with respect to any of the above insurance requirements.

11. **Indemnification.**

(a) TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents.

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or Landlord's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

12. **Sale of Leased Property.**

(a) If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use.

(b) In the event any person, corporation, partnership, limited liability

company or other legal entity, other than Landlord's immediate family members (the "Buyer") shall deliver to LANDLORD a bona fide, written offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

(c) TENANT'S right of first refusal shall not apply in the event of a sale, transfer or conveyance of the Leased Property or LANDLORD's interest in the Leased Property in connection with the foreclosure of any mortgage, deed of trust, deed to secure debt or other similar instrument encumbering the Leased Property, whether by judicial or non-judicial sale, or by deed or assignment in lieu of foreclosure, nor shall TENANT's right of first refusal apply in the event of a sale, transfer or conveyance of LANDLORD's interest in the Leased Property to an affiliate of LANDLORD, which sale, transfer or conveyance shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time. An "affiliate" of LANDLORD shall mean any corporation, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the ownership interest is held by LANDLORD or the majority shareholder of LANDLORD or, in the case of any individual, the immediate family of such individual or a trust established for estate planning purposes where the primary beneficiaries of such trust are such individual or members of the immediate family of such individual. For purposes hereof, "immediate family" shall mean the spouse, brothers, sisters and descendants of such individual.

(d) Any sale, transfer or conveyance of the Leased Property in violation of the provisions of this Section shall be null and void.

13. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. **Assignment.** TENANT may assign, sublease, license or otherwise transfer this Agreement at any time upon notice to LANDLORD.

15. **Condemnation.** If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

16. **Casualty.** If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided in section 23 of this Lease Agreement.

17. **Subordination.** LANDLORD shall obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

18. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested

documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

19. **Hazardous Substances.** LANDLORD warrants, represents and agrees that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 19.

20. **Opportunity to Cure.**

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse



(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement anytime after the initial term of five (5) years, by providing ninety (90) days prior written notice to LANDLORD and a lump sum payment to LANDLORD in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of the LANDLORD a written cancellation of the Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

23. **Removal of Improvements.** Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal

causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

24. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

25. **Contractual Limitations Period.** No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

26. **Security Interest.** It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

27. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

28. **Attorney's Fees.** In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

29. **Memorandum of Agreement.** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

30. **Confidentiality.** LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

31. **Binding Effect.** This Agreement shall extend to and bind the heirs,

Site Name: Tyner

personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

32. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Option and Ground Lease Agreement as of the day and year first above written.

LANDLORD:

Mike York  
BY:

Mike York  
Print Name:

Title: Owner

Date: April 8<sup>th</sup> 2005

LANDLORD:

Brenda York  
BY:

Brenda York  
Print Name:

Title: Owner

Date: April 8<sup>th</sup> 2005

STATE OF Kentucky

COUNTY OF Jackson

Before me, TANDA ISAAES, notary public of the State and County aforesaid, personally appeared Mike York + Brenda York with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself (herself) to be Owner (title) (or other officer authorized to execute the instrument) for \_\_\_\_\_, the within named bargainor, a \_\_\_\_\_, and that he (she) as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of \_\_\_\_\_ by himself (herself) as \_\_\_\_\_ (title).

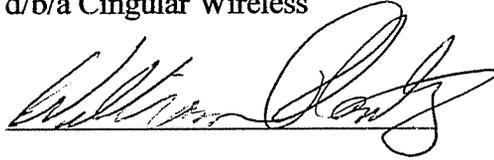
Witness my hand and seal, at office in \_\_\_\_\_, this 8<sup>th</sup> day of April, 2005.

Tanda Isaacs  
Notary Public

My Commission Expires: 4-26-05

Site Name: Tyner

TENANT: **New Cingular Wireless PCS, LLC**  
a Delaware limited liability company,  
d/b/a Cingular Wireless



William Plantz

Title: Executive Director

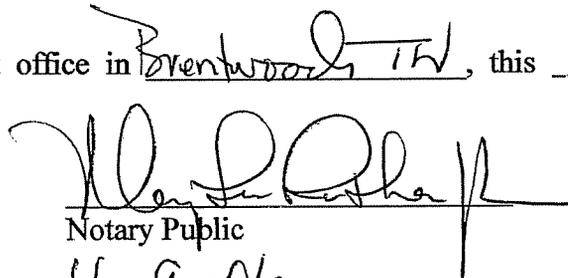
Date: 4/21/05

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, Marylee Fisher, notary public of the State and County aforesaid, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself to be Executive Director (or other officer authorized to execute the instrument) for New Cingular Wireless PCS, LLC, the within named bargainor, a Delaware limited liability company d/b/a Cingular Wireless, and that he as such representative, executed the foregoing instrument for the purpose therein contained, and signed the name of the company, by himself as Executive Director.

Witness my hand and seal, at office in Brentwood TN, this 21st day of April, 2005.



Notary Public

My Commission Expires: 4-9-06

Site Name: Tyner

**EXHIBIT "A"**

**Parent Tract Description**

Map: 80 Parcel: 43 Jackson County Courthouse

**BEGINNING** at a stake near the road of Jimmy Don Madden at the Mike York line; thence running in a northerly direction 240 ft. near the service pole to a stake; thence running in a westerly direction 80 ft. to a stake; thence running in a northerly direction 210 ft. to a stake; thence running in an easterly direction 210 ft. to a stake; thence running in a southerly direction 210 ft. to a stake; thence running in a westerly direction 130 ft. back to the beginning stake.

**BEING** a part of the same land conveyed to Dennis Madden and Ruby Madden, his wife, and Jimmy Madden and Carol Madden, his wife, by L.H. Sparks and Lola Sparks, his wife, by deed dated January 3, 1968 and of record in Deed Book 74, Page 256, records of the Jackson County Clerk's Office, McKee, Kentucky. See also Affidavit of Descent of Ruby Madden of record in Deed Book 115, Page 434, and Affidavit of Descent of Dennis Madden of record in Deed Book 96, Page 58, records of said clerk's office.

**EXHIBIT "B"**

**Description of Leased Property**

An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities legally described as follows:

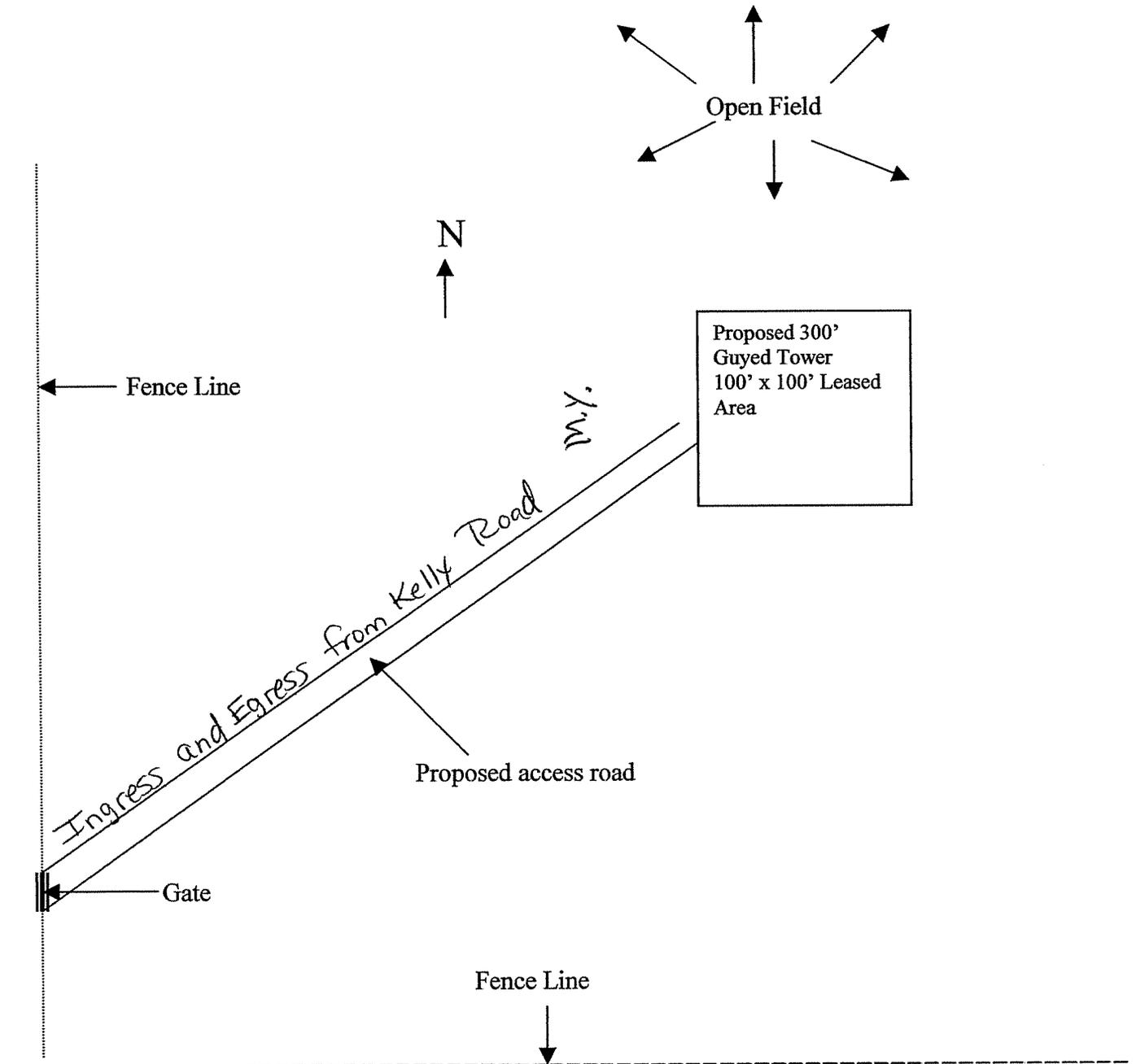
(to be inserted upon the receipt of the survey of the Leased Property)

And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

Site Sketch



**EXHIBIT K  
NOTIFICATION LISTING**

## TYNER LANDOWNER NOTICE LISTING

Denver Kelly  
230 Kelly Road  
McKee, KY 40447

Ronald L. & Deanna Taylor  
216 Kelly Road  
McKee, KY 40447

Eddie Joe & Malta Sue Madden  
P.O. Box 65  
Grey Hawk, KY 40434

Jody & Melissa Madden  
P.O. Box 204  
Grey Hawk, KY 40434

Larry & Sandra Madden  
P.O. Box 659  
McKee, KY 40447

Tyra (Jackie) Brumback  
P.O. Box 53  
Grey Hawk, KY 40434

Jimmy Don & Carol Madden  
P.O. Box 115  
Grey Hawk, KY 40434

James G. & Leona R. Byrd  
858 SR 1071  
Tyner, KY 40486

Dorothy Montgomery  
980 SR 1071  
Tyner, KY 40486

Gilbert Banks  
1202 Hwy 1071  
Tyner, KY 40486

Omar Tillery  
357 Soaptown Road  
McKee, KY 40447

Erik & Tammy Wiggs  
303 Soaptown Road  
McKee, KY 40447

Loretta Gilbert  
259 Soaptown Road  
McKee, KY 40447

Mike & Brenda York  
P.O. Box 1059  
McKee, KY 40447

Danny & Linda Banks  
746 KY Hwy 1071  
Tyner, KY 40486

Loretta Gilbert  
P.O. Box 217  
McKee, KY 40447

Lillie Cox  
P.O. Box 234  
McKee, KY 40447

Carrie & Kenneth Tillery  
Rt. 4 Box 252 Soaptown Road  
McKee, KY 40447

Timothy R. & Sandra Lakes  
P.O. Box 722  
McKee, KY 40447

Linda Bowden  
P.O. Box 612  
McKee, KY 40447

Matashia Walters  
249 Soaptown Road  
McKee, KY 40447

Douglas & Connie Lainhart  
c/o First American Real Estate  
8435 Stemmons Freeway, 7th Floor  
Dallas, TX 75247

Debra M. Tincher  
243 Soaptown Road  
McKee, KY 40447

William Lannie & Kathy Lakes  
240 Soaptown Road  
McKee, KY 40447

Keith Isaacs  
c/o First American Real Estate  
8435 Stemmons Freeway, 7th Floor  
Dallas, TX 75247

**EXHIBIT L**  
**COPY OF PROPERTY OWNER NOTIFICATION**



1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-0369  
Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

**Notice of Proposed Construction of  
Wireless Communications Facility  
Site Name: Tyner**

Dear Landowner:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at S.S.R. 1071 (Madden Drive), McKee, Kentucky 40447. The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Jackson County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00195 in any correspondence sent in connection with this matter.

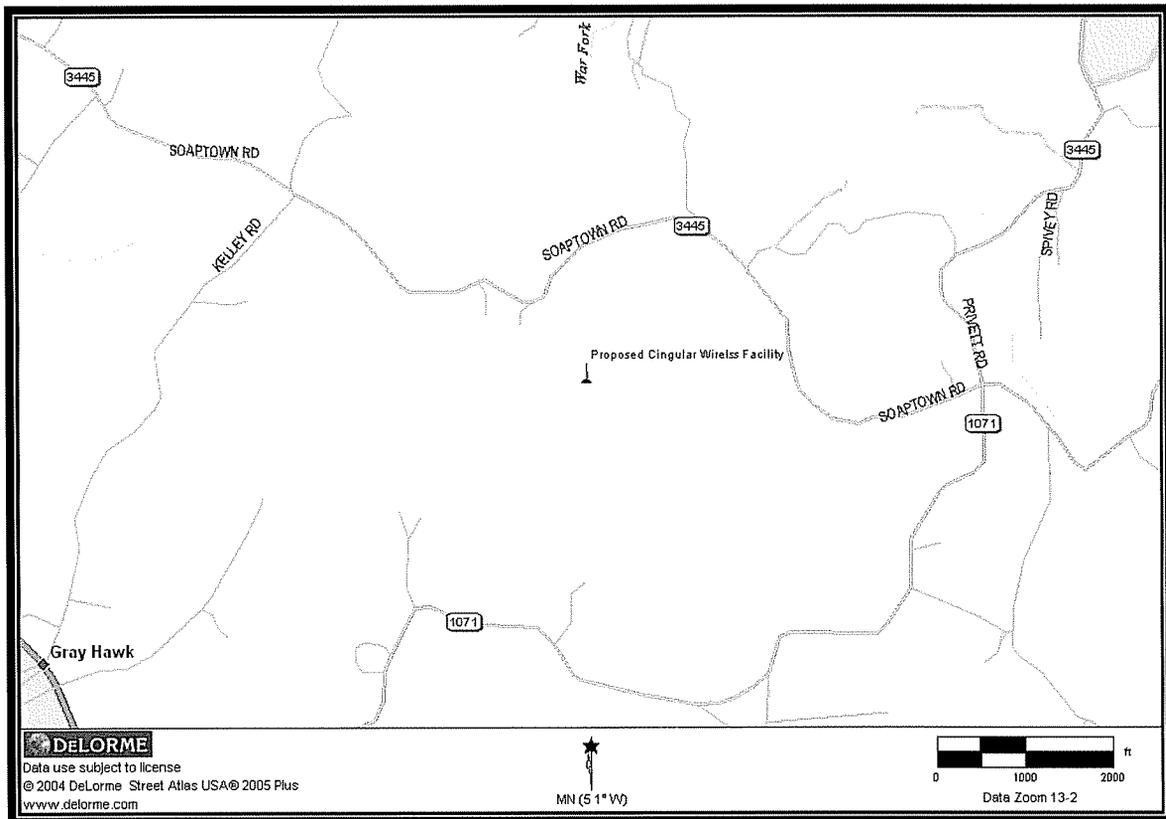
We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,  
David A. Pike  
Attorney for New Cingular Wireless PCS, LLC

enclosure

# DIRECTIONS TO PROPOSED CINGULAR WIRELESS TELECOMMUNICATIONS FACILITY

SITE NAME: TYNER



- From the Jackson County seat take US 4221 to S.R. 1071 (Madden Drive). Turn left onto Madden Drive. The site is located on the left on real property owned by Michael & Brenda York.
- Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165; toll free: 800-541-4293.

**EXHIBIT M**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**



1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-0369  
Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

May 12, 2005

**VIA CERTIFIED MAIL**

Hon. Tommy Slone  
Jackson County Judge Executive  
Jackson County Courthouse  
Main Street  
McKee, KY 40447

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2005-00195  
Site Name: Tyner

Dear Judge Slone:

New Cingular Wireless PCS, LLC has filed an application with the Kentucky Public Service Commission (the "PSC") to construct a new wireless communications facility at S.S.R. 1071 (Madden Drive), McKee, Kentucky 40447 (37° 24' 06.747" North latitude, 83° 54' 56.117" West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00195 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Cingular's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us with any comments or questions you may have.

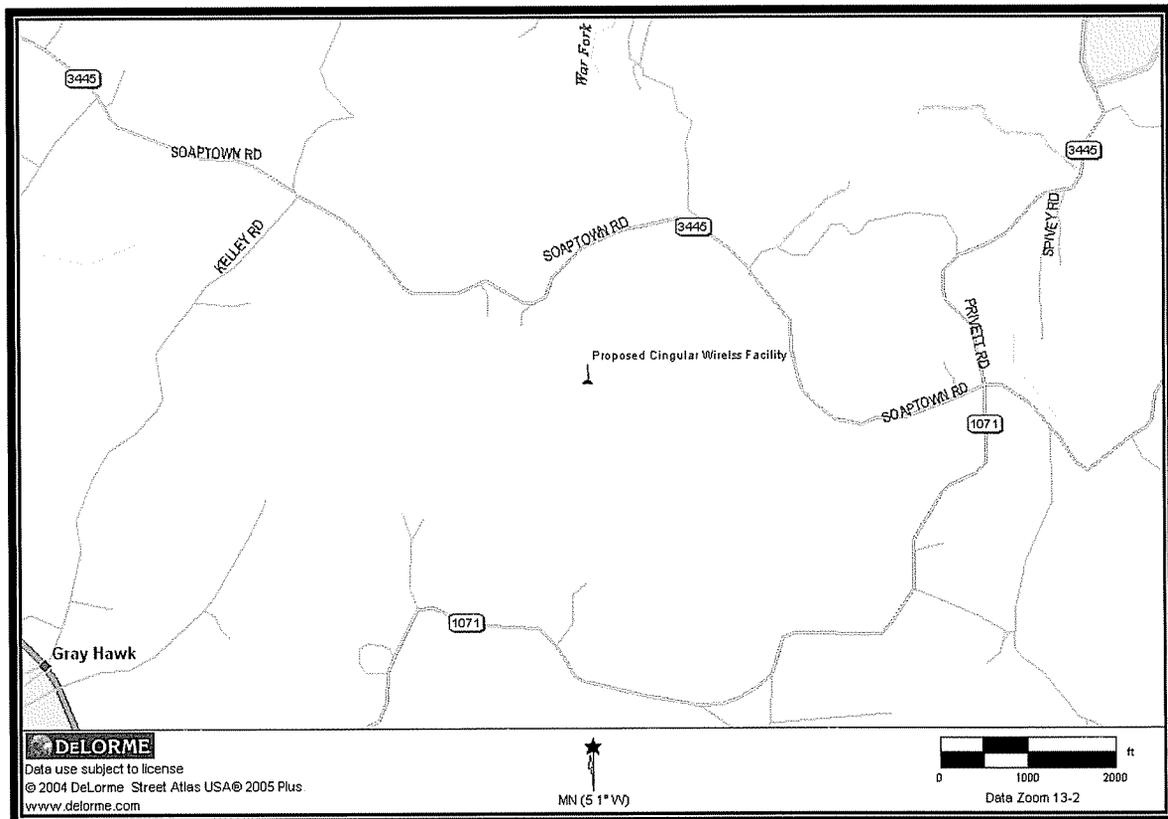
Sincerely,

David A. Pike  
Attorney for New Cingular Wireless PCS, LLC

Enclosure

# DIRECTIONS TO PROPOSED CINGULAR WIRELESS TELECOMMUNICATIONS FACILITY

SITE NAME: TYNER



- From the Jackson County seat take US 4221 to S.R. 1071 (Madden Drive). Turn left onto Madden Drive. The site is located on the left on real property owned by Michael & Brenda York.
- Prepared by: Pike Legal Group PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165; toll free: 800-541-4293.

**EXHIBIT N**  
**COPY OF POSTED NOTICES**

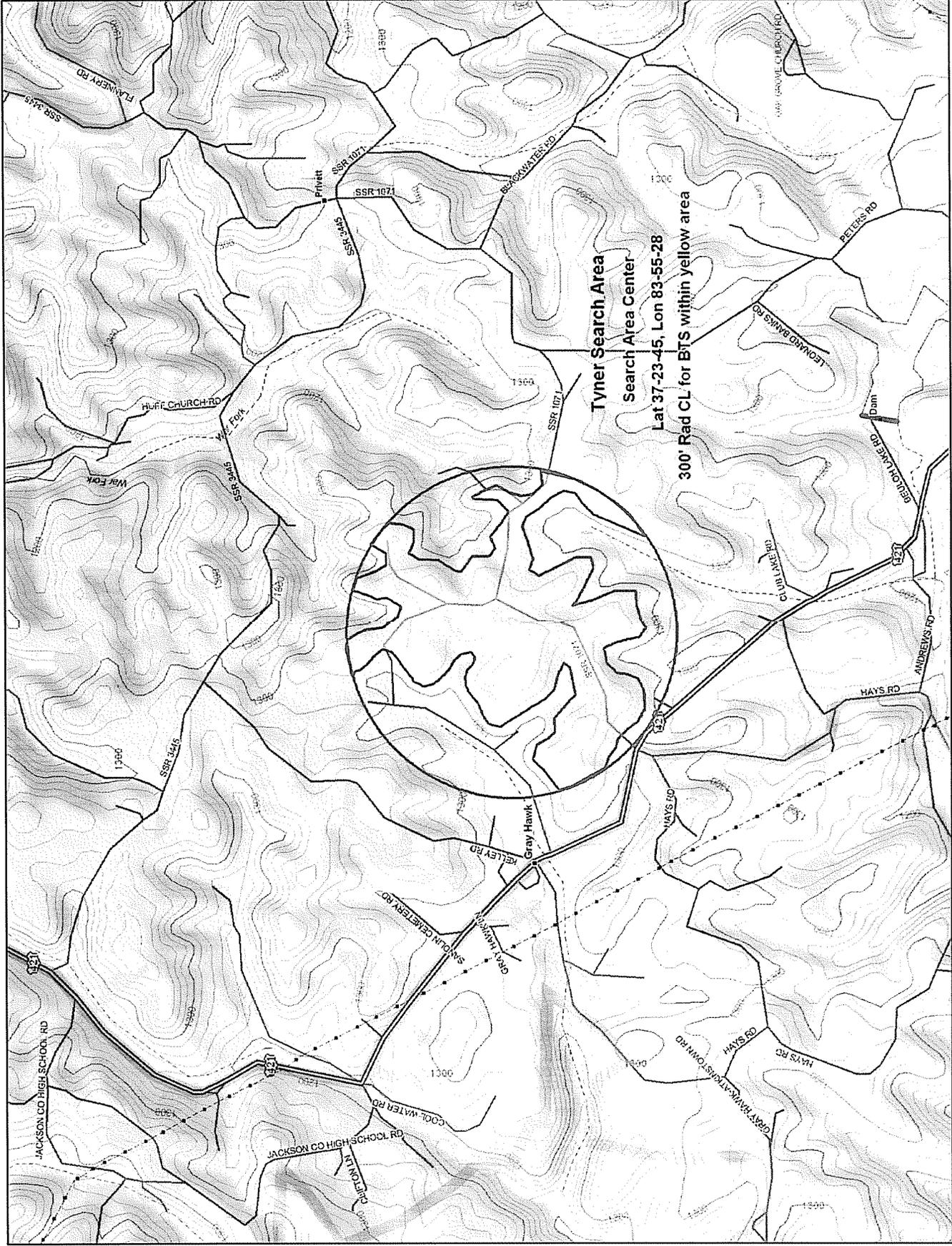
## TYNER NOTICE SIGNS

Two notice signs two (2) feet by four (4) feet in size, with the following text printed in black against a white background. The text in bold on each sign should be printed in letters at least four (4) inches high.

New Cingular Wireless PCS, LLC, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00195 in your correspondence.

New Cingular Wireless PCS, LLC proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00195 in your correspondence.

**EXHIBIT O**  
**COPY OF RADIO FREQUENCY DESIGN SEARCH AREA**



© 2002 DeLorme (www.delorme.com). Topo USA ®. Data copyright of content owner.

Scale: 1 : 25,000 Map Rotation: 0° Magnetic Declination: 4.8°W

2,000 ft



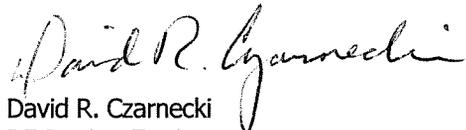
**David R. Czarnecki**  
RF Design Engineer  
Central and East Kentucky  
3120 Wall Street Suite 200  
Lexington, KY 40513  
Phone: 859.338.5412

May 6, 2005

To Whom It May Concern:

Dear Sir or Madam:

The search area for the proposed Cingular Wireless site called Tyner was laid out to allow a site built within it to be able to provide the necessary coverage improvement along Hwy 421 between McKee and Manchester in central and southeastern Jackson County. Any site built within the search area must be constructed so as to satisfy the minimum engineering specifications for that project. Therefore, a site built to those specifications, within the search area, will be able to satisfy the coverage objective in the area of concern.

  
David R. Czarnecki  
RF Design Engineer